## CALHOUN PORT AUTHORITY REQUEST FOR PROPOSAL (UNDER \$50,000.00) 2018 UNDERWATER INSPECTION SERVICES NOVEMBER 29, 2018

The Calhoun Port Authority (called "Port") is requesting proposals for **2018 Underwater Inspection Services**. Proposals will be accepted until **4:00 P.M., THURSDAY, DECEMBER 13<sup>th</sup>, 2018**. Proposals shall be submitted in writing or electronically on the forms provided to:

David M. Knuckey, P.E. Director of Engineering Services Calhoun Port Authority P. O. Box 397 Point Comfort, TX 77978 (361) 987-2813 dmk@calhounport.com

The Port reserves the right to reject any or all proposals, or to accept any proposal deemed advantageous.

Instructions to Bidders are as follows:

- 1. <u>Scope of Work</u>: In general, the scope of work includes providing all materials, labor, equipment and supervision for the underwater inspection of a quantity of sheet pile bulkhead and pipe pile structures in accordance with the Plans and Scope of Work attached hereto.
- 2. <u>Plans and Scope of Work</u>: The following documents constitute the plans and scope of work:
  - a. Plans (3),
    - i. Project Plan View
    - ii. BLF Bumper Dolphins, Elevations and Details
    - iii. BLF Breasting Dolphins, Plan and Elevations
  - b. Scope of Work, consisting of 1 page
- 3. <u>Form of Proposal</u>: Bids shall be submitted on the Proposal Form provided herein. Proposal shall include the following documents:

## CONTRACTOR'S STATEMENT OF QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. All items are to be completely filled in as requested. If additional space is required, attach separate sheets.

SUBMITTED TO:	Calhoun Port Authority
	2313 FM 1593 South
	Point Comfort, TX 77978

PROJECT: Underwater Inspection Services, Phase I

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

CHECK ONE:

Corporation	Joint Venture	
Partnership	Other ()	
Individual		

1. How many years has your organization been in business under its present business name?

- 2. How many years has your organization been in business under a prior business name?
- 3. If a corporation, answer the following:
  - a. Date of incorporation:
  - b. State of incorporation:
  - c. President's name:
  - d. Vice President's name:
  - e. Secretary's or Clerk's name:
  - f. Treasurer's name:
- 4. If individual or partnership, answer the following:

- a. Date of organization:
- b. Name and address of all partners: (State whether general or limited partnership).
- 5. Have you ever failed to complete any work awarded to you? (If so, note when, where and why).
- 6. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? (If so, state circumstances.)
- 7. Are there any judgments, claims or suits pending or outstanding against your company? (If yes, please attach details)
- 8. Have you received any regulatory (EPA, OSHA, etc.) civil or criminal citations in the last three years? (If so, provide details)
- 9. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings? (If yes, please attach details)
- 10. Worker's Compensation Experience Modification Rate (EMR) for last three (3) years:
  - 2015:

2016:

- 2017:
- 11. List name of project, owner, engineer, contract amount, date of completion of the major projects of a similar nature to this project that your organization has completed in the past five (5) years. Include name and telephone number of owner's representative to contact on each project for further information.

17. Professional References: (List names, addresses, and telephone numbers)

Dated at			
this day of	, :	2018.	
Name of Organization:			
Ву:			
Title:			
	being duly	sworn, deposes and s	ays that he/she
is the	of		, and that
answers to the foregoing questions and all	statements th	nerein contained are tru	e and correct.
Subscribed and sworn before me this	day of		<u>,</u> 2018.
Notary Public:	SEAL		
My Commission Expires:			

### **1.0** Perform an underwater inspection of the piling for the following structures:

- 1.1 Barge Docks 1-6, Sheet Pile Bulkhead (1,420 lineal feet)
- 1.2 Barge Dock Mooring/Breasting Dolphins (10 each, 3-pile and 6 each, 4-pile)
- 1.3 Barge Dock Bumper Dolphin Pipe Piles (18 each)

### 2.0 Inspection Program

- 2.1 <u>Level I Inspection</u> Perform a visual and tactile examination of the piling from the mud line to the high waterline for all of the piles supporting all the structures listed in Item 1.2 above
- 2.2 <u>Modified Level II Inspection</u> Perform a Modified Level II Inspection on 10% of the sheet piling and 50% of the pipe piles inspected per Item 2.1 above.

A Modified Level II inspection will consist of the removal of marine growth from the pile surface at one elevation to allow for a closer examination of the steel or concrete surfaces. This elevation may be selected by the Engineer, by the Diver or be a random selection.

For the sheet piling, clean a 12-inch high band. For round piles remove growth from at least 3/4 of the perimeter.

2.3 <u>Level III Inspection</u> - Perform a Level III Inspection on 50% of the piles inspected per Item 2.2 above. One (1) UT shot per pile.

For Level III, obtain ultrasonic thickness measurements and pit gauge readings.

### 3.0 Deliverables

Following the inspection, provide a written Inspection Report of Findings. The report will include the following:

- 3.1 A report summary of underwater findings of the inspections, with descriptions of damage, defects, and anomalies.
- 3.2 Photographs of the various components inspected, including photographs of damage, defects, and anomalies
- 3.3 Results of ultrasonic thickness testing measurements and pit gauge readings.
- 3.4 Field inspection forms.

3.5 Daily logs of work conducted.

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

## THE STATE OF TEXAS )(

### COUNTY OF CALHOUN )(

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_\_, in the year 2018, by and between the CALHOUN PORT AUTHORITY OF CALHOUN COUNTY, TEXAS (hereinafter called OWNER), and \_\_\_\_\_\_ (hereinafter called CONTRACTOR).

**OWNER and CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1 - WORK:

**CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

#### "2018 UNDERWATER INSPECTION SERVICES"

#### Article 2 - CONTRACT TIME:

The **CONTRACTOR** shall commence the work within **Fifteen (15) Calendar Days** of the date of the issuance of a Purchase Order and shall be pursued with all reasonable diligence (excepting acts of God, civil disturbances, or other situations agreed to by the **OWNER** as being beyond the responsibility of the **CONTRACTOR**) and be deemed by the **OWNER** as Substantially Complete within **Thirty (30) Calendar Days** of the date of the Purchase Order or as directed and ordered by the **OWNER**.

#### Article 3 - CONTRACT PRICE:

**OWNER** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents in current funds as follows:

(Words)

(Figures)

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### Article 4 - PAYMENT PROCEDURES:

**CONTRACTOR** shall submit invoice for payment in the amount of 100% upon completion of the Scope of Work, Including all Reports and Test Results.

## Article 5 - CONTRACTOR'S REPRESENTATIVES:

In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:

- **5.1 CONTRACTOR** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- **5.2 CONTRACTOR** has given **OWNER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by **OWNER** is acceptable to **CONTRACTOR**.

## Article 6 - CONTRACT DOCUMENTS:

The Contract Documents, which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work, consist of the following:

- 6.1 Request for Proposals, consisting of 3 pages
- 6.3 Bid Proposal, consisting of 1 page
- 6.4 Contractor's Qualification Statement, consisting of \_\_\_\_ pages
- 6.5 Agreement Between Owner and Contractor, consisting of 5 pages
- 6.6 Certificate(s) of Insurance, consisting of \_\_\_\_ pages
- 6.7 Specifications and Contractor's Scope of Work, consisting of 1 page
- 6.8 Drawings, consisting of 3 pages, as follows:

## Sheet No. Drawing Title

- i. Project Plan View
- ii. BLF Bumper Dolphins, Elevations and Details
- iii. BLF Breasting Dolphins, Plan and Elevations
- 6.9 Addenda, Numbers \_\_, \_\_\_, consisting of \_\_\_ pages
- **6.10** The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in Article 6.

Article 7 – INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, AND THE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, OR THE FAILURE OF CONTRACTOR TO PERFORM ITS OBLIGATIONS OR UNDERTAKINGS AS STATED IN THE CONTRACT DOCUMENTS, OR THE INACCURACY OF ANY REPRESENTATION OR WARRANTY OF THE CONTRACTOR CONTAINED IN THE CONTRACT DOCUMENTS, PROVIDE THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE:

1. IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND

2. IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF AN INDIVIDUAL OR ENTITY INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH INDIVIDUAL OR ENTITY.

IT IS THE EXPRESSED INTENTION AND AGREEMENT OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT THE INDEMNITEES HEREIN FROM SUCH INDEMNITEES' OWN ACTUAL OR ALLEGED NEGLIGENCE OR OMISSIONS, WHERE SAID NEGLIGENCE OR OMISSION IS AN ALLEGED OR ACTUAL CONCURRING OR JOINT PROXIMATE CAUSE OF ANY HARM TO ANY CLAIMANT, WHETHER IN THE NATURE OF PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF USE, OR OTHERWISE.

OWNER AND CONTRACTOR ACKNOWLEDGE THAT THIS STATEMENT AND FOREGOING INDEMNIFICATION COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS AND HAS BEEN REVIEWED AND APPROVED BY EACH PARTIES OWN RESPECTIVE INDEPENDENT LEGAL COUNSEL. THE INDEMNIFICATION ARISING HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## Article 8 - MISCELLANEOUS

- **8.1** No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- **8.2 OWNER and CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

(Balance of page intentionally blank)

**IN WITNESS WHEREOF, OWNER and CONTRACTOR** has signed this Agreement in duplicate. One (1) counterpart each has been delivered to **OWNER** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR**.

The Effective Date of this Agreement will be \_\_\_\_\_, 2018.

# **OWNER: CALHOUN PORT AUTHORITY OF CALHOUN COUNTY, TEXAS**

BY:\_\_

Charles R. Hausmann, CPA, Port Director

Address for giving notices:

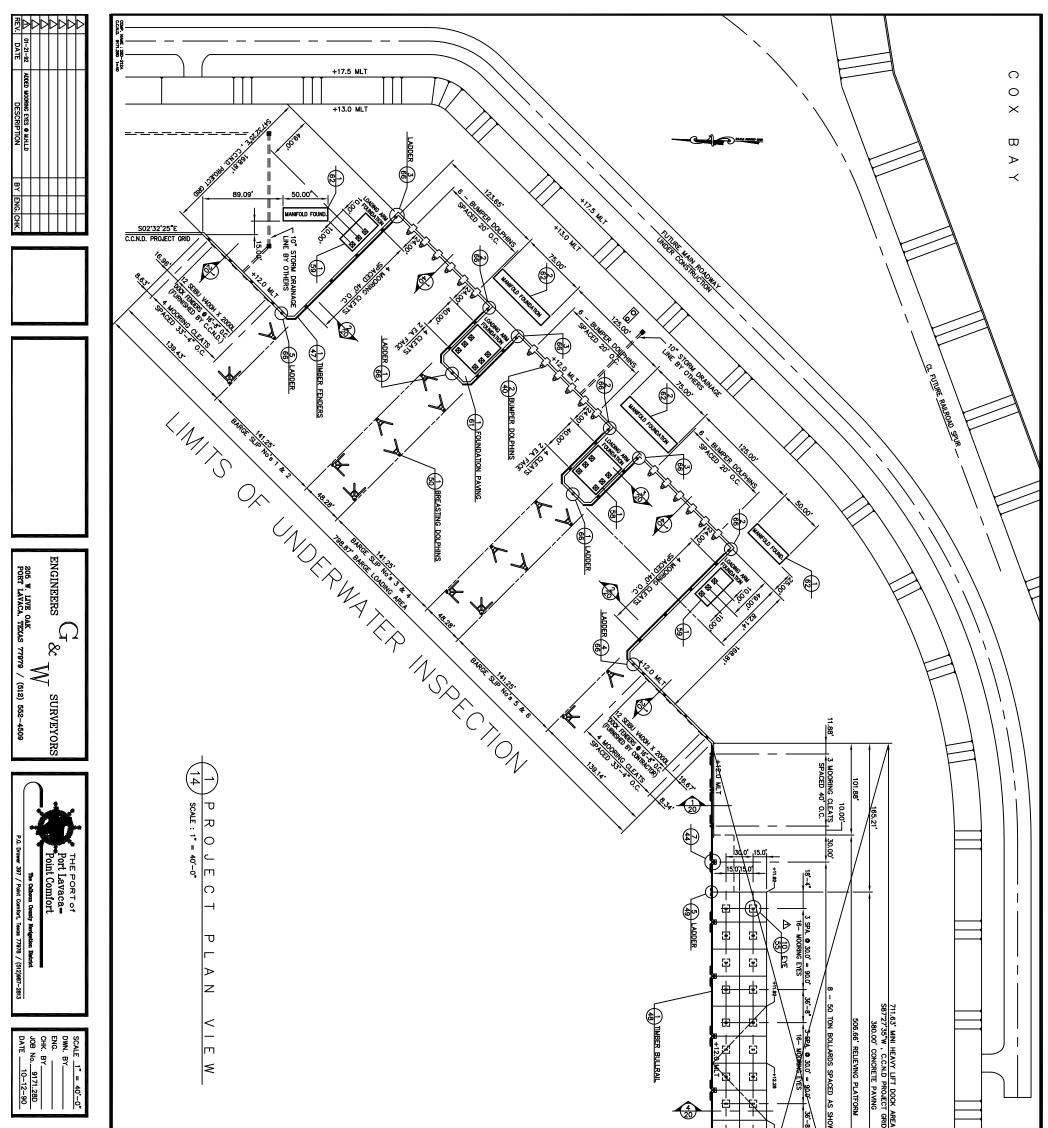
2313 FM 1593 South P. O. Box 397 Point Comfort, Texas 77978

CONTRACTOR: \_\_\_\_\_

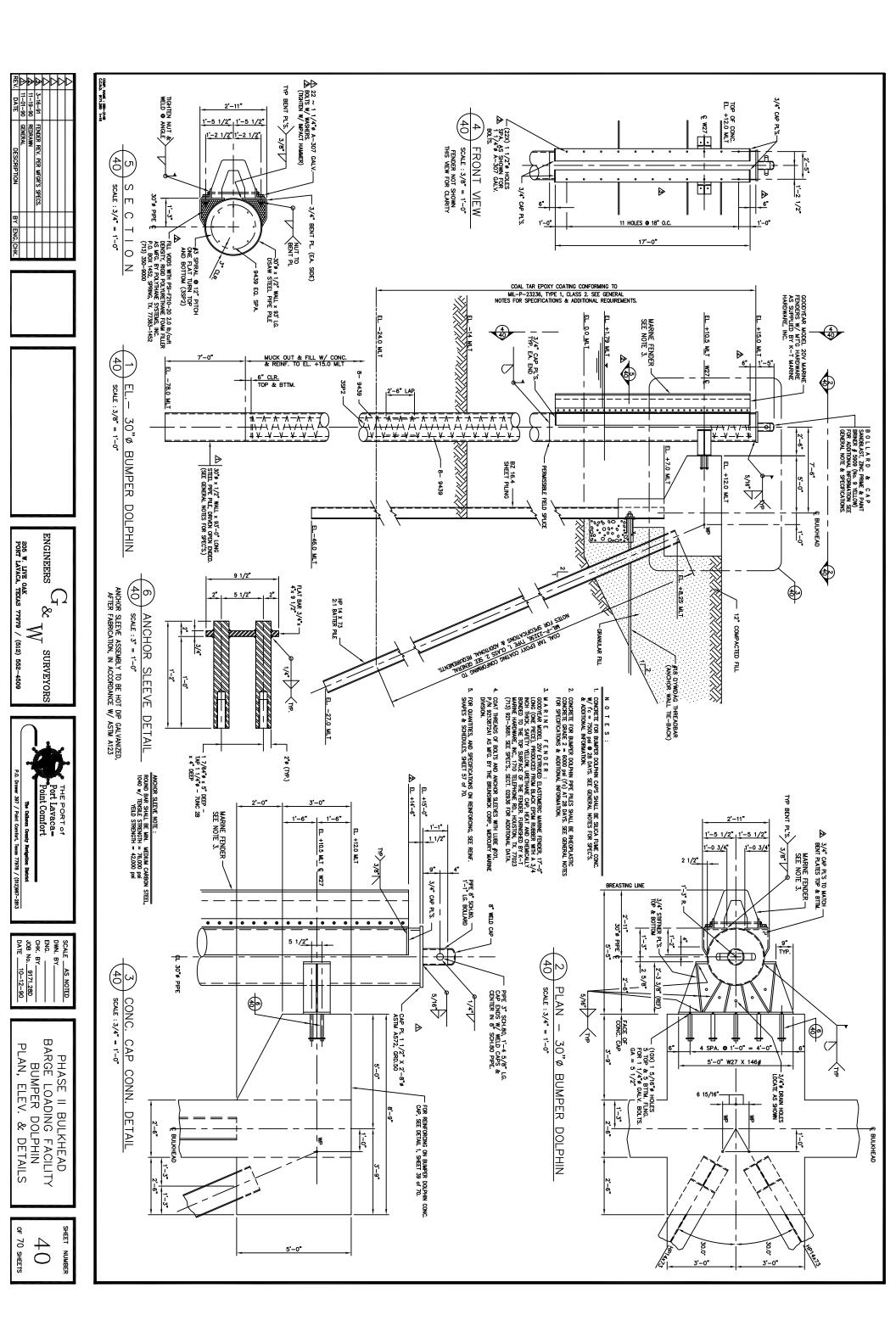
Ву: \_\_\_\_\_

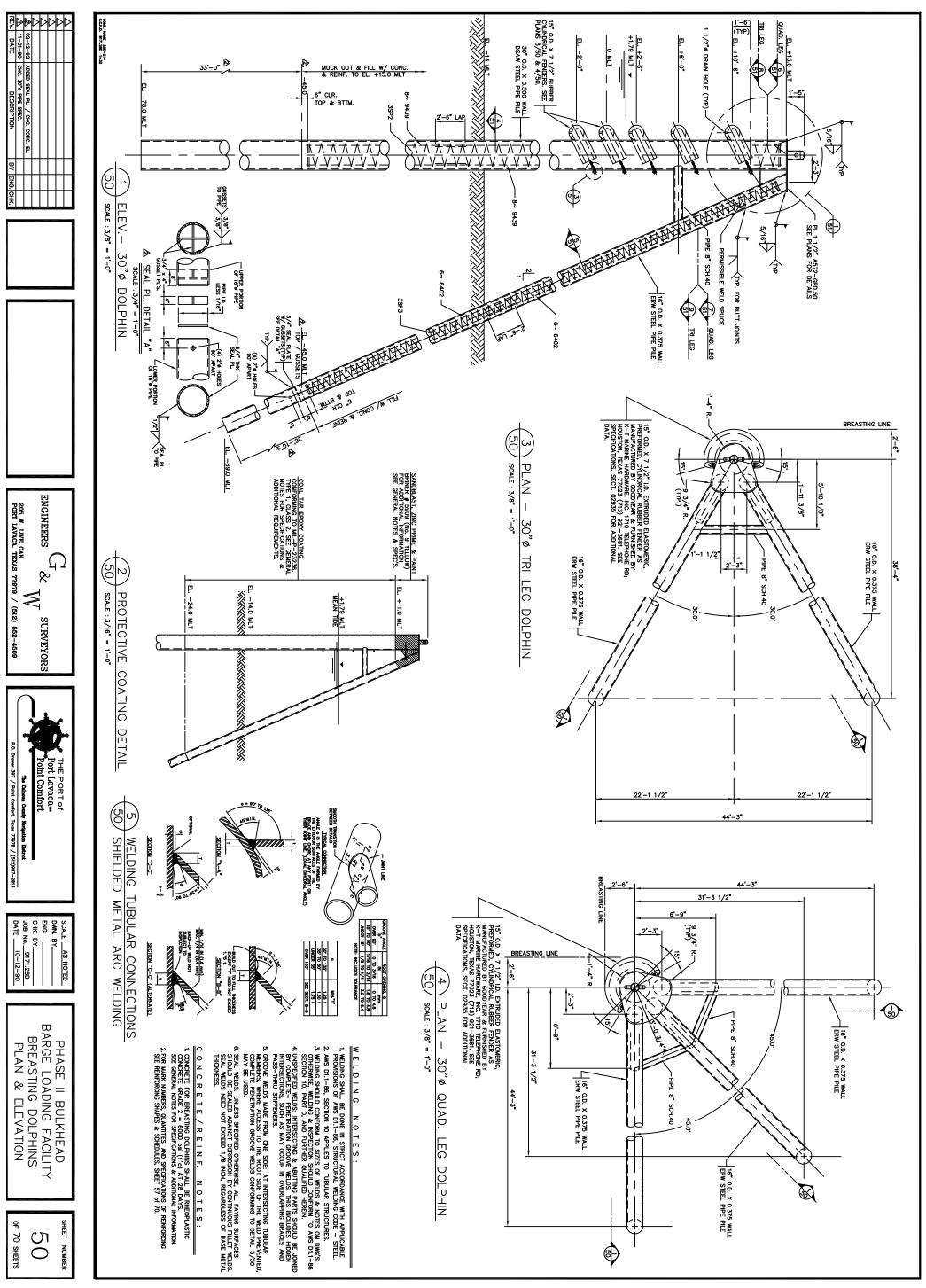
Name, Title: \_\_\_\_\_

Address for giving notices:



PHASE II B PROJECT PL	AREA GRID SHOWN H H H H H H H H H H H H H	
BULKHEAD PLAN VIEW		
SHEET NUMBER 14 of 70 Sheets		





50 of 70 sheets

- a. Proposal Form (attached)
- b. Contractor's Statement of Qualifications (attached)
- 4. <u>Materials</u>: The Port will not supply any materials.
- 5. <u>Project Site:</u> It is the responsibility of each bidder to inform himself fully of the conditions relating to the construction and labor under which the work will be performed, and will have inspected the site. Contact David M. Knuckey, P.E. to arrange a site visit. The project site is located within a Marine Transportation Securities Act regulated area. All personnel will need to have either a valid Transportation Workers Identification Credentials (TWIC card) or be escorted by a person holding a valid TWIC card. It is recommended that at least two on-site employees hold valid TWIC cards.
- 6. Insurance: Prior to the Port issuance of a Purchase Order, the successful low bidder will be required to provide the Port with Certificates of Insurance in at least the following amounts;

General Public Liability	\$1,000,000 per person / per incident \$2,000,000 general aggregate
Marine Liability	\$1,000,000 per person / per incident \$2,000,000 general aggregate
Automotive Public Liability	\$2,000,000 (any auto) each accident
Workmen's Compensation	\$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each person
Pollution Liability Insurance	\$1,000,000 per occurrence

- 8. <u>Working Hours</u>: In general, working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday unless prior arrangements are made with the Port. This area is an active loading/unloading area of liquid chemicals. Close coordination with the Port Operations Department will be required to complete the project.
- 9. <u>Project Schedule</u>: Award of Contract will be the issuance of a purchase order by the Port. Award of Contract will be based on two factors: (1) the lowest qualified bid received, and (2) the experience level of the company and individuals assigned to the Project that is in the best interest of the Port as determined by the Port. It is anticipated that a purchase order will be issued within thirty (30) calendar days of the above referenced deadline for submittal of proposals. It is anticipated that all work should be completed within **Thirty (30) calendar days** of issuance of a purchase order by the Port.

- 9. <u>Payment</u>: Upon completion of all work and acceptance by the Port, payment will be made in full within **thirty (30)** calendar days.
- 10. <u>Sales Tax</u>: The Port is exempt from state sales tax. The Port will issue a Certificate of Exemption from Texas State Sales Tax to the successful bidder.

## PROPOSAL FOR THE UNDERWATER INSPECTION SERVICES, PHASE I CALHOUN PORT AUTHORITY POINT COMFORT, TEXAS

To: David M. Knuckey, P.E. Director of Engineering Services Calhoun Port Authority 2313 FM 1593 South P. O. Box 397 Point Comfort, Texas 77978 Phone: (361) 987-2813 Fax: (361) 987-2189

I/We do hereby submit a proposal for the **2018 Underwater Inspection Services** as outlined in the Request for Proposal dated November 29, 2018, for the following LUMP SUM PRICE of:

				dollars
		(words)		
	(\$		)	
		(figures)		
Submitted by:				
Company Name:				
Address:				
-				
-				
Telephone No.				
Fax No.				
Ву:				
	(Signature)			
By:				
	(Printed)			

attachments: Contractor's Statement of Qualifications