

## **ADDENDUM 03**

### **EAST PIER DEEP WATER WHARF FOR USM/NOAA**

Date: March 1, 2024

Project #: 0297.23.001

Project Name: East Pier Deep Water Wharf for USM/NOAA  
30<sup>th</sup> Avenue  
Gulfport, MS 39501

Owner: MS State Port Authority at Gulfport  
P.O. Box 40  
Gulfport, MS 39502

To: All Prospective Bidders

From: Nicholas Moody, PE, LEED AP BD+C

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**Bidders are hereby informed that the Project Manual and Drawings are modified as follows:**

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents with a submittal signed and stamped date of January 18, 2024. It is the General Contractor's responsibility for providing proper acknowledgement and receipt of this Addendum in the Bid Forms/Document.

Attachments to this Addendum: As described herein

Total Number of Pages in this Addendum: 31 Pages

**PART A: GENERAL ADDENDUM, BIDDING, AND/OR PROJECT NOTES:**

A1. See attached plan holders list.

**PART B: CONTRACTOR QUESTIONS WITH RESPONSES (Responses are in RED)**

B1. None this addendum.

**PART C: DRAWING CLARIFICATIONS, REVISIONS, AND ADDITIONS:**

C1. Electrical:  
1. Shore power enclosures/assemblies shall have cable supports provided by ESL Power Systems or approved equal.

**PART D: SPECIFICATION CLARIFICATIONS, REVISIONS, AND ADDITIONS**

D1. Replace the Information to Bidders section in its entirety.  
1. Updated the new bid date and contract calendars days.

D2. Replace the Bid Form section in its entirety.

1. Revised Pay item #41 – Temporary Power for Vessels on the bid form.
- D3. Replace the Contract section in its entirety.
1. Updated the contract calendar days.
- D4. Replace Section 012200 – Unit Prices section in its entirety.
1. Revised verbiage for Pay Item #41 – Temporary Power for Vessels.
- D5. Add Section 323113 Chain Link Fences and Gates

**PART E: APPROVED PRODUCT/VENDOR EQUALS**

- E1. Cast steel bollards will be allowed but will require the following paint system:
1. Carbozinc 859 primer or approved equal
  2. Carboguard 893 or approved equal for the intermediate coat.
  3. Carbothane 134 HG or approved equal for the finish coat.

**END OF ADDENDUM 03**








# East Pier Deep Water Wharf For USM/NOAA








Gulfport, MS- Mississippi State Port Authority (G-NR-E)

Mar 6

Bids in  
**6 days**

## Plan Holders

Date	Company	Contact	Bid Categories
1/26/24 7:35 am 	<b>ABC Mississippi</b> 5165 OLD BRANDON RD PEARL, MS 39208-9025	<b>Lena McGuffin</b> <b>Plans Room Administrator</b> Tel: 601-944-0421 Fax: 601-944-0421 <a href="mailto:lena@abcmississippi.org">lena@abcmississippi.org</a>	
1/26/24 7:35 am 	<b>AGC - Gulfport</b> 12272 Intraplex Parkway Gulfport, MS 39503	<b>Sandra Mitchell</b> <b>Office Manager</b> Tel: 228-896-3553 Fax: 228-896-3551 <a href="mailto:sandra@msagc.com">sandra@msagc.com</a>	
1/30/24 9:54 am 	<b>Construct Connect</b> 3825 Edwards Rd Suite 800 Cincinnati, OH 45209	<b>Rye Jumoad</b> <b>Planroom</b> Tel: 323-602-5079 Fax: 866-570-8187 <a href="mailto:content@constructconnect.com">content@constructconnect.com</a>	Plan Room
2/6/24 2:58 pm 	<b>D.N.P.,INC.</b> P.O. Box 6399 D'Iberville, MS 39540	<b>Ashleigh Bobbitt</b> <b>Project Administrator</b> Tel: 228-396-1640 Fax: 228-396-1688 <a href="mailto:abobbitt@dnpinconstruction.com">abobbitt@dnpinconstruction.com</a>	General Contractor
2/11/24 9:05 am Order Completed  #4	<b>J.E. Borries, Inc.</b> 16701 Highway 57 Vanceleave, MS 39565	<b>Jason Borries</b> Tel: 228-239-6867 Fax: 228-826-2251 <a href="mailto:jeborries@gmail.com">jeborries@gmail.com</a>	General Contractor Subcontractor
2/13/24 5:37 pm 	<b>McPhearson Construction Services</b>	<b>John McPhearson</b> <a href="mailto:mcsios@msn.com">mcsios@msn.com</a>	General Contractor Subcontractor
1/26/24 7:17 am 	<b>Mississippi State Port Authority</b> One Hancock Place 2510 14th St. Suite 1401 Gulfport, MS 39501	<b>Cindy Ford</b> Tel: 228-865-4300 Fax: 228-865-4335 <a href="mailto:cford@shipmspa.com">cford@shipmspa.com</a>	

Date	Company	Contact	Bid Categories
<b>1/26/24 7:35 am</b> 	<b>Mississippi State Port Authority</b> One Hancock Plaza 2510 14th St. Suite 1401 Gulfport, MS 39501	<b>James Buras</b> <b>Port Engineer</b> Tel: 228-865-4316 Fax: 228-865-4320 <a href="mailto:jburas@shipmspa.com">jburas@shipmspa.com</a>	
<b>1/26/24 7:38 am</b> 	<b>MP Design Group</b> 918 Howard Avenue Suite F Biloxi, MS 39530	<b>Nick Moody</b> Tel: 228-388-1950 Fax: 228-388-1971 <a href="mailto:nmoody@mpdesigngroup.us">nmoody@mpdesigngroup.us</a>	
<b>1/29/24 9:37 am</b> 	<b>Orion Marine Group</b> 323 23rd Street GALVESTON, TX 77550	<b>Terri Ibarra</b> <b>Contract Administrator</b> Tel: 713-823-2590 <a href="mailto:tibarra@orionmarinegroup.com">tibarra@orionmarinegroup.com</a>	General Contractor
<b>1/26/24 7:17 am</b> 	<b>Plan House - Gulfport Office</b> 14231 Seaway Rd Suite E-7 Gulfport, MS 39503	<b>Dow Hughes</b> <b>Manager</b> Tel: 228-248-0181 <a href="mailto:mail@planhouseprinting.com">mail@planhouseprinting.com</a>	
<b>1/26/24 7:17 am</b> 	<b>Statewide Plan Room</b> 605 West Main Street Tupelo, MS 38804	<b>Statewide Plan Room</b> Tel: 662-407-0193 <a href="mailto:mail@statewideplans.com">mail@statewideplans.com</a>	
<b>2/21/24 2:48 pm</b> Order Completed <a href="#">Track shipment</a>  #7	<b>Walters Diving and Marine, Inc.</b> 7104 Big Point Rd Moss Point, MS 39562	<b>Brad Hinkel</b> Tel: 228-990-5838 <a href="mailto:brad@waltersdivingandmarine.com">brad@waltersdivingandmarine.com</a>	Subcontractor
<b>2/19/24 10:26 am</b> 	<b>Weaver Electric</b> 10194 Lorraine Road Suite I-B Gulfport, MS 39503	<b>Scott Smith</b> <b>Estimator</b> Tel: 228-265-7740 <a href="mailto:scottsmith@weaverelectric.us">scottsmith@weaverelectric.us</a>	Subcontractor

Title East Pier Deep Water Wharf - USM NOAA MSPA Port of Gulfport  
 Agency: Mississippi State Port Authority  
 Bid Ends: 2024-03-06 14:00:00

User ID	Username	Company Name	Filename	Project ID	Date/Time of Download
5444	southernrb1	Southern Road & Bridge	Addendum 02 - East Pier Deep Water Wharf for USM-NOAA issued 0:	5916779	2024-02-25 13:57:49
5444	southernrb1	Southern Road & Bridge	A. Ad for Bid - executed update 01222024.pdf	5916779	2024-02-25 13:56:35
3594	barneselectric	Walter J Barnes Electric Co Inc	Addendum 02 - East Pier Deep Water Wharf for USM-NOAA issued 0:	5916779	2024-02-23 14:42:38
1913	michaeln	N-Y Associates, Inc.	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779	2024-02-22 09:49:07
3594	barneselectric	Walter J Barnes Electric Co Inc	Addendum 01 - East Pier Deep Water Wharf USM NOAA.pdf	5916779	2024-02-22 09:37:15
3594	barneselectric	Walter J Barnes Electric Co Inc	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779	2024-02-22 09:37:13
3594	barneselectric	Walter J Barnes Electric Co Inc	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-22 09:36:12
1646	rbroussard	kostmayer construction llc	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-22 08:39:58
6052	tlwallacecon	T.L. Wallace Construction, Inc	Addendum 01 - East Pier Deep Water Wharf USM NOAA.pdf	5916779	2024-02-22 08:27:42
24558	AshtonSawingandl	Ashton Sawing and Drilling	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-20 10:36:16
24558	AshtonSawingandl	Ashton Sawing and Drilling	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-19 15:10:01
6052	tlwallacecon	T.L. Wallace Construction, Inc	A. Ad for Bid - executed update 01222024.pdf	5916779	2024-02-19 12:54:02
9898	WarrenPaving1	Warren Paving Inc	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-15 06:42:17
3925	VaWreck1	Virginia Wrecking	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-12 15:12:54
10664	jasonborries	J. E. Borries Inc.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-11 07:59:04
10664	jasonborries	J. E. Borries Inc.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-11 07:58:52
10664	jasonborries	J. E. Borries Inc.	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779	2024-02-11 07:49:30
2771	BohBrosBB	Boh Bros. Construction Co., L.L.C.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-06 10:51:01
2771	BohBrosBB	Boh Bros. Construction Co., L.L.C.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-06 10:50:53
2771	BohBrosBB	Boh Bros. Construction Co., L.L.C.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-02-06 10:50:44
23480	SpectrumWater	Spectrum Biotechnologies, Inc	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-31 10:49:01
3925	VaWreck1	Virginia Wrecking	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-30 19:05:42
20902	Michels	Michels Construction, Inc.	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779	2024-01-30 14:04:42
20902	Michels	Michels Construction, Inc.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-30 14:04:30
20902	Michels	Michels Construction, Inc.	A. Ad for Bid - executed update 01222024.pdf	5916779	2024-01-30 14:04:21
12767	Yatesconstruction	Yates Const	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-30 13:49:14
12767	Yatesconstruction	Yates Const	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-30 13:49:06
12767	Yatesconstruction	Yates Const	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-30 13:49:02
12767	Yatesconstruction	Yates Const	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779	2024-01-30 13:48:58

2771 BohBrosBB	Boh Bros. Construction Co., L.L.C.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-29 13:27:26
2771 BohBrosBB	Boh Bros. Construction Co., L.L.C.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-29 13:27:18
5444 southernrb1	Southern Road & Bridge	A. Ad for Bid - executed update 01222024.pdf	5916779 2024-01-27 10:39:07
5444 southernrb1	Southern Road & Bridge	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-27 10:37:19
7762 Madere1982	Deep South Construction & Salvage, LLC	A. Ad for Bid - executed update 01222024.pdf	5916779 2024-01-26 16:10:53
7762 Madere1982	Deep South Construction & Salvage, LLC	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-26 16:10:43
23119 Don	A Step Above Marine Contractors , LLC.	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 15:12:57
21425 HopsConst	Hopkins Construction & Maintenance	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 12:54:13
6633 GMalouf	Malouf Construction LLC	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-26 09:41:13
6633 GMalouf	Malouf Construction LLC	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-26 09:41:13
6633 GMalouf	Malouf Construction LLC	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 09:40:50
6633 GMalouf	Malouf Construction LLC	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 09:40:50
6633 GMalouf	Malouf Construction LLC	A. Ad for Bid - executed update 01222024.pdf	5916779 2024-01-26 09:40:21
3594 barneselectric	Walter J Barnes Electric Co Inc	A. Ad for Bid - executed update 01222024.pdf	5916779 2024-01-26 09:29:16
3594 barneselectric	Walter J Barnes Electric Co Inc	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-26 09:27:50
3594 barneselectric	Walter J Barnes Electric Co Inc	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 09:02:18
215 cycle	Cycle Construction Co., LLC	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-26 08:05:58
215 cycle	Cycle Construction Co., LLC	A. Ad for Bid - executed update 01222024.pdf	5916779 2024-01-26 08:05:46
7762 Madere1982	Deep South Construction & Salvage, LLC	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 08:03:29
215 cycle	Cycle Construction Co., LLC	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-26 07:42:39
13665 RyanCasanova	APC Construction, LLC	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-25 14:20:47
13665 RyanCasanova	APC Construction, LLC	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-25 14:20:41
13665 RyanCasanova	APC Construction, LLC	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-25 14:20:39
3053 Bomaccon1	Bo-Mac Contractors, LTD	USM & NOAA EAST PIER REV 0 IFB PLANS 01232024.pdf	5916779 2024-01-25 13:12:52
20 LF1	Central Bidding	USM & NOAA EAST PIER REV 0 IFB PROJECT MANUAL 01222024 upda	5916779 2024-01-25 11:58:17

## INFORMATION FOR BIDDERS

Bids will be received by the Mississippi State Port Authority (herein called the "Port Authority" or "Authority"), at 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501 until 2:00 p.m. local time on **Wednesday, March 6, 2024**, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Executive Director, Mississippi State Port Authority, 2510 14th Street, Suite 1450, Gulfport, Mississippi 39501, Each sealed envelope containing a Bid must be plainly marked on the outside as **"East Pier Deep Water Wharf for USM/NOAA"** project, envelope should also bear on the outside the name of the Bidder, the Bidder's address and the Bidder's certificate of responsibility number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Executive Director, Mississippi State Port Authority, at P.O. Box 40, Gulfport, Mississippi 39502 or 2510 14th Street, Suite 1450, Gulfport, Mississippi 39501.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted.

Bidder shall also submit with Bid the required certification regarding "Debarment, Suspension, Other Responsibility Matters and Lobbying".

The Port Authority may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be any reasons why the Contract cannot be awarded within 30 days after bid opening, the time may be extended by written mutual agreement between the Port Authority and the low Bidder.

A bidder may be disqualified for any of the following reasons:

- (a) Failure to comply with the bid requirements as set forth herein;
- (b) Bidder is in arrears on existing Contracts with the Port Authority or another governing authority or state agency;
- (c) Bidder is, or anticipates being, in litigation or arbitration with the Port Authority or another governing authority or state agency; or,
- (d) Bidder has defaulted on a previous Contract.

After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities or type of the Work of Improvement or the nature of the Work to be done.

Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

Any prospective Bidder desiring an explanation or interpretation of the Specifications, or other documents, must request it from the Authority, in writing, at least FIVE (5) days before the date of Bid opening. Oral explanations or instructions given before the award

of a Contract will not be binding. Any information given a prospective Bidder concerning a request will be furnished promptly to all other prospective Bidders as an addendum to the Bid solicitation, if the information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.

Bid alternates provided on the Bid Form are not listed by any rank of importance and the owner reserves the right to award an alternate or alternates in any order or grouping.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Port Authority or any other person shall not affect the risks or obligations of the Contract.

**WARNING: THERE ARE UTILITY LINES (E.G. WATER, GAS, TELEPHONE, OR POWER) ON THE SITE WHERE THE WORK WILL BE PERFORMED. ACCORDINGLY, IT IS THE SOLE RESPONSIBILITY OF CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITY LINES BEFORE COMMENCING THE WORK UNDER THIS CONTRACT.**

The party to whom the Contract is awarded will be required to execute the Contract within fourteen (14) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract. In case of failure of the Bidder to execute the Contract, the Port Authority may, at the Port Authority's option, consider the Bidder in default, in which case the Port Authority may award the Contract to the next lowest responsible bidder.

Within fourteen (14) days of receipt of the Contract signed by the party to whom the Contract was awarded, the Port Authority shall sign the Contract and, if necessary, send the Contract to the Mississippi Development Authority ("MDA") in Jackson, Mississippi, for execution. When the Contract is fully executed, an executed duplicate of the Contract shall be returned to the Bidder. Should the Port Authority or MDA not execute the Contract within thirty (30) days from receipt of the Contract, the Bidder may, by Written Notice, withdraw Bidder's signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Port Authority.

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of Owner and to fully complete the project within the time specified in the Project Milestone Schedule as follows:

**Project Milestone Schedule:**

1.Milestone #1- Partial Substantial Completion: Contractor must have all items that are required to allow USM and NOAA vessels to be moored along the East Pier. Items to include the following: all new and modified fenders, all new bollards and bollards to be replaced, domestic water, sanitary sewer, fire water, lights, temporary power, and security fencing. Partial Substantial Completion must be achieved within **240** consecutive calendar days after the Notice to Proceed date.



2. Milestone #2 – Substantial Completion Date of Entire Project: Substantial completion for the entire project scope must be achieved within **400** consecutive calendar days after the Notice to Proceed date.

3. Milestone #3 – Final Completion/Acceptance: Project shall be fully complete and ready for final payment within 30 consecutive calendar days after the Milestone #2, Substantial Completion, date.

In the event that Contractor fails to reach Milestone #1, Partial Substantial Completion, on or before the date established in the Project Milestone Schedule, Contractor shall pay Owner liquidated damages in the amount of \$1,200 per day for each day beyond the Partial Substantial Completion Date that the Work is not partially substantial complete.

In the event that Contractor fails to reach Milestone #2, Substantial Completion, on or before the date of Substantial Completion, Contractor shall pay Owner liquidated damages in the amount of \$1,200 per day for each day beyond the Substantial Completion Date that the Work is not substantially complete.

In the event that Contractor fails to reach Milestone #3, Final Completion/Acceptance (including, without limitation, the completion of all close-out requirements as specified prior to the expiration of the date of Final Completion) Contractor shall pay, in addition to any amounts owed pursuant to Partial Substantial and Substantial Completion, liquidated damages in the amount of \$1,200.00 per day for each day beyond the Final Completion date that the Work is not fully completed and finally accepted (Final Acceptance) by Owner.

The Bidder, and its subcontractors, shall be an experienced contractor in work of the type and character defined in the Specifications. The Port Authority may make such investigations as it deems necessary to determine the ability of the Bidder and its subcontractors to perform the Work, and the Bidder and its subcontractors shall furnish to the Port Authority all such information and data for this purpose as the Port Authority may request. The Port Authority reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder demonstrates that such Bidder and its subcontractors, in the Port Authority's opinion, is not properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. The Bidder and the subcontractors must have current certificates of responsibility, if subcontractor is performing work in an amount in excess of \$50,000.00, and the classification of contractor's and/or subcontractor's kind of work or projects for which contractor is qualified shall be so stated in the certificates of responsibility. These Certificates of Responsibility should be updated yearly and a current copy sent to MSPA should the construction project extend past the expiration date of Certificate of Responsibility on file with MSPA.

**If Bidder does not have a Certificate of Responsibility number he can only bid on public projects fifty thousand dollars (\$50,000.00) or less and must provide a statement on the outside or exterior of the envelope or container containing his bid to the effect that the bid enclosed therewith does not exceed fifty thousand dollars (\$50,000.00).**

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest and best Bidder.

All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspection of the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his, her, or its Bid.

The low Bidder shall supply the names and addresses of major material suppliers when requested to do so by the Port Authority. Resident labor shall be employed by Bidder.

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**A pre-bid conference will be held at 2:00 p.m. local time on Thursday, February 15, 2024 at 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501 to be followed by a site inspection trip. Each Bidder is required to visit and inspect the site of Work to fully obtain exact work scope and work requirements. For further information contact Mr. James Buras, Port Engineer, at (228) 865-4300 or Email [jburas@shipmspa.com](mailto:jburas@shipmspa.com).**

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For purpose of these Contract Documents and for all technical and administrative matters pertaining to Contract Documents, including but not necessarily limited to Construction Contract, Change Orders, and Compliance with rules and regulations, the Port Authority will be represented by the Executive Director of Mississippi State Port Authority, or his designated representative.

ALL CHANGES, ALTERATIONS OR DEVIATIONS TO THE WORK OF IMPROVEMENT MUST BE BY WRITTEN CHANGE ORDER EXECUTED BY THE EXECUTIVE DIRECTOR OF THE PORT AUTHORITY AND THE CONTRACTOR.

### **INTERPRETATION OF CONTRACT DOCUMENTS**

Any interpretation of the Contract Documents will be made only by a written Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each planholder receiving a set of such documents. The Port Authority will not be responsible for any other explanation or interpretation of the Contract Documents.

### **SITE INSPECTION**

Each Bidder shall be held to have compared the site with the Contract Documents and to have satisfied himself/herself as to the condition of the site, existing obstructions, the actual elevations and any other factors affecting the carrying out of the Work before the delivery of the completed Bid Form.

Contractor is advised that their work shall be conducted so as to cause the least interference with work being performed by other Contractors.

### **ADDENDA DURING BIDDING**

During the bidding period, Bidders may be advised by written Addenda of additions, omissions or alterations in the Contract Documents. All such changes shall be included in the Work covered by the Bid Form and shall become a part of these Contract Documents.

### **MODIFICATION TO BID**

A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- a. Notification on Envelope: A modification may be written on the outside of the sealed envelope containing the bid.
- b. A facsimile (fax) **will not** be acceptable.

End of Section

# BID FORM

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), doing business as a \_\_\_\_\_, (insert "a corporation," "a partnership," or "an individual" applicable; if a corporation, indicate state of incorporation) to the Mississippi State Port Authority ("hereinafter called "Port Authority" or "Authority"), an agency existing under the laws of the State of Mississippi.

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Work of Improvement known as:

**“EAST PIER DEEP WATER WHARF FOR USM/NOAA”**

and all appurtenant Work and materials required to complete the Work, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his/her own organizations, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work of Improvement under this Contract within five (5) days after the date of service of the Notice to Proceed, and to fully complete the project within **430** consecutive calendar days thereafter as provided in Sections 7 and 34 of the General Conditions.

**Project Milestone Schedule:**

1.Milestone #1- Partial Substantial Completion: Contractor must have all items that are required to allow USM and NOAA vessels to be moored along the East Pier. Items to include the following: all new and modified fenders, all new bollards and bollards to be replaced, domestic water, sanitary sewer, fire water, lights, temporary power, and security fencing. Partial Substantial Completion must be achieved within 240 consecutive calendar days after the Notice to Proceed date.

2.Milestone #2 – Substantial Completion Date of Entire Project: Substantial completion for the entire project scope must be achieved within 400 consecutive calendar days after the Notice to Proceed date.

3.Milestone #3 – Final Completion/Acceptance: Project shall be fully complete and ready for final payment within 30 consecutive calendar days after the Milestone #2, Substantial Completion, date.

Bidder acknowledges receipt of the following Addenda: (if none, so state)

No. \_\_\_\_\_ Date: \_\_\_\_\_  
No. \_\_\_\_\_ Date: \_\_\_\_\_  
No. \_\_\_\_\_ Date: \_\_\_\_\_

Attached to this Bid is a list of subcontractors as required by Section 24 of the General Conditions and Advertisement for Bid.

Bidder agrees to perform all the work described in the Contract Documents for the amounts as set forth in the following Bid Form.

**BID FORM**  
Mississippi State Port Authority  
East Pier Deep Water Wharf For USM/NOAA  
Schedule of Bid Items

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<b>Base Bid - Deep Water Wharf</b>					
1	MOBILIZATION / DEMOBILIZATION	LS	1		
2	GENERAL CONDITIONS	LS	1		
3	DEMOLITION	LS	1		
4	GROUT REMOVAL	CY	85		
5	ASPHALT PAVING	SY	1000		
6	CONCRETE PAVING (WHARF DECK)	SY	100		
7	STRUCTURAL GROUT FILL	CY	85		
8	SECURITY FENCE	LF	800		
9	AUTOMATIC GATE	EA	2		
10	4' WIDE PEDESTRIAN GATE	EA	2		
11	ABOVE GRADE UTILITY TRENCH (DETAIL #7, C620)	LF	236		
12	ABOVE GRADE UTILITY TRENCH (DETAIL #9, C620)	LF	45		
13	ABOVE GRADE UTILITY TRENCH (DETAIL #2, C621)	LF	120		
14	ABOVE GRADE UTILITY TRENCH (DETAIL #3, C621)	LF	120		
15	ABOVE GRADE UTILITY TRENCH (DETAIL #4, C621)	LF	5		
16	ELECTRICAL PULL BOX	EA	2		
17	6" SEWER FORCE MAIN (DUCTILE IRON)	LF	830		
18	6" SEWER FORCE MAIN (SDR 26 PVC)	LF	375		
19	2" SEWER FORCE MAIN (SCH 10 STAINLESS 316L)	LF	70		
20	VESSEL SEWER CONNECTIONS (2")	EA	1		
21	VESSEL SEWER CONNECTIONS (6")	EA	2		
22	8" WATER MAIN (DUCTILE IRON)	LF	300		
23	FIRE HYDRANT ASSEMBLY	EA	1		
24	2" WATER SERVICE (SCH 10 STAINLESS 316L)	LF	170		
25	VESSEL WATER CONNECTIONS	EA	3		
26	NEW FENDER (TYPE 1 FENDER)	EA	7		
27	REMOVE FENDER (TYPE 1 FENDER)	EA	1		
28	REPAIR FENDER (TYPE 1 FENDER)	EA	1		
29	NEW FENDER (TYPE 2 FENDER)	EA	2		
30	MODIFIED TYPE 2 FENDER	EA	4		
31	NEW MOORING BOLLARD	EA	27		
32	REMOVE EXISTING MOORING BOLLARD	EA	16		
33	NEW LADDER	EA	3		
34	ELECTRICAL PLATFORM #1	EA	1		
35	ELECTRICAL PLATFORM #2	EA	1		
36	ELECTRICAL CONDUIT AND CONDUCTOR	LS	1		
37	VESSEL SHORE POWER ENCLOSURES	EA	3		
38	SITE LIGHTING	LS	1		
39	TELECOMMUNICATIONS	LS	1		
40	MS POWER CONNECTION WITH TRANSFORMERS	LS	1	\$ 350,000.00	\$ 350,000.00

41	TEMPORARY POWER FOR VESSELS	LS	1	\$ 750,000.00	\$ 750,000.00
42	STEEL PIPE BOLLARDS	EA	10		
43	TIMBER RAIL	LF	870		
44	100% COAL TAR EPOXY	LS	1		

**Base Bid - Severe Weather Site**

45	MOBILIZATION / DEMOBILIZATION	LS	1		
46	GENERAL CONDITIONS	LS	1		
47	DEMOLITION (SEVERE WEATHER SITE)	LS	1		
48	STRIPPING (SEVERE WEATHER SITE)	CY	425		
49	610 LIMESTONE (SEVERE WEATHER SITE)	CY	515		
50	SECURITY FENCE (SEVERE WEATHER SITE)	LF	420		
51	20' DOUBLE GATE (SEVERE WEATHER SITE)	EA	1		

**TOTAL BASE BID UNIT PRICE SUM -**

**\$**

**TOTAL PROJECT BASE BID UNIT PRICE SUM - (in words):** \$ \_\_\_\_\_

**Dollars**

(Base Bid Unit Price Sum - in words)

**ALTERNATE NO. 1 - SMALL BOAT PIER SCOPE**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
52	MOBILIZATION / DEMOBILIZATION	LS	1		
53	GENERAL CONDITIONS	LS	1		
54	RIP RAP REMOVAL AND REINSTALLATION	LS	1		
55	CONCRETE SLAB	SY	40		
56	CRANE FOUNDATION CONCRETE	LS	1		
57	TIMBER PILES	LF	195		
58	TEST PILE AND ASSOCIATED TESTING / REPORTING	LF	75		
59	SECURITY FENCE WITH 6' WIDE GATE	LS	1		
60	ELECTRICAL PEDESTALS	EA	2		
61	ELECTRICAL LIGHTING	LS	1		

**TOTAL ALTERNATE #1 UNIT PRICE SUM -**

**\$**

**TOTAL ALTERNATE #1 UNIT PRICE SUM - (in words):** \$ \_\_\_\_\_

**Dollars**

(Alternate #1 Unit Price Sum - in words)

ALTERNATE NO. 2 - SEVERE WEATHER ELECTRICAL					
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
61	MOBILIZATION / DEMOBILIZATION	LS	1		
62	GENERAL CONDITIONS	LS	1		
63	LIGHT POLES	EA	4		
64	PEDESTALS	EA	8		
65	GENERATOR	EA	1		
66	PANELS	LS	1		
67	MS POWER CONNECTION AND TRANSFORMERS	LS	1	\$ 150,000.00	\$ 150,000.00
68	CONCRETE PAD FOR GENERATOR	LS	1		
69	CONCRETE PAD FOR TRANSFORMER	LS	1		
<b>TOTAL ALTERNATE #2 UNIT PRICE SUM -</b>				\$	

**TOTAL ALTERNATE #2 UNIT PRICE SUM - (in words):** \$ \_\_\_\_\_

Dollars

(Alternate #2 Unit Price Sum - in words)

ALTERNATE NO. 3 - EAST PIER FENDERS					
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
70	REMOVE AND REPLACE TYPE 1 FENDERS	EA	12		
<b>TOTAL ALTERNATE #3 UNIT PRICE SUM -</b>				\$	

**TOTAL ALTERNATE #3 UNIT PRICE SUM - (in words):** \$ \_\_\_\_\_

Dollars

(Alternate #3 Unit Price Sum - in words)

ALTERNATE NO. 4 - SMALL BOAT PIER CRANE					
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
71	MARINE CRANE	EA	1		
<b>TOTAL ALTERNATE #3 UNIT PRICE SUM -</b>				\$	

**TOTAL ALTERNATE #3 UNIT PRICE SUM - (in words):** \$ \_\_\_\_\_

Dollars

(Alternate #4 Unit Price Sum - in words)

## **“East Pier Deep Water Wharf for USM/NOAA”**

Note: Bids shall include all applicable taxes and fees. All blanks shall be filled in. Total amount of Bid shall be the sum of all the Pay Items. Contract Award will be made based upon the pricing of this Bid Schedule and the contractor qualifications as set forth in the bid documents. In case of discrepancy between the sum of the items and Total Amount of Bid, the sum of the items shall be considered to be the Total Amount of Bid. Award will be made to only one Bidder based upon the Base Bid as applicable from this Bid Form and determination of best value. Bid alternates provided on the Bid Form are not listed by any rank of importance and the Owner reserves the right to award an alternate or alternates in any order or grouping.

The undersigned, having read and understood the Bidding Documents and examined the Project site and adjoining areas, and being familiar with the obstacles and conditions that will affect proposed Work, hereby offers and agrees to furnish all labor, equipment and materials and to perform all the Work required for **“East Pier Deep Water Wharf for USM/NOAA”** project at the Mississippi State Port Authority at Gulfport, Port of Gulfport, Gulfport, Mississippi in accordance with the Contract Documents and at the prices stated in the preceding Bid Schedule.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Name & Title of Authorized Person

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
(SEAL--if Bid is by a corporation)

Notes:

If Bid is by a corporation, corporate seal is affixed in space provided immediately above.

Signature is by an individual legally authorized to bind Bidder to a contract. If signature is by an agent of Bidder, the current power-of-attorney verifying agent's authority to bind Bidder is attached.



**LIST OF SUBCONTRACTORS TO BE SUBMITTED WITH BID**

**“East Pier Deep Water Wharf for USM/NOAA”**

Pursuant to the General Conditions, the Advertisement for Bids and the Information for Bidders, the undersigned Bidder hereby submits the following list of each Subcontractor, and their current certificate of responsibility, who will perform work or labor or render services, or who will specifically fabricate and install any portion of the Work according to detailed Drawings contained in the Plans and Specifications, that is in an amount in excess of \$50,000.00.

<b>Description of the Work to be performed by the Subcontractor</b>	<b>Name and Address of Subcontractor</b>	<b>Estimated Dollar Amount</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

End of Bid Form

# CONTRACT

This Contract is made this \_\_\_\_\_ 20\_\_, by and between the MISSISSIPPI STATE PORT AUTHORITY ("Authority"), 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi, 39501, and whose telephone number is (228) 865-4300, and \_\_\_\_\_ Contractor) whose address is \_\_\_\_\_, Certificate of Responsibility issued the \_\_\_ day of \_\_\_\_, 202\_, classification as noted in their current Certificate of Responsibility No. \_\_\_\_ for, \_\_\_\_\_ and whose phone number is (\_\_\_\_)\_\_\_\_, e-mail: \_\_\_\_\_.

The parties agree that:

1. The term "Contract Documents" means the following:
  - A. This Contract.
  - B. Advertisement for Bids
  - C. Information for Bidders.
  - D. Bid of Contractor (including list of subcontractors).
  - E. General Conditions (basic contract terms).
  - F. Specifications prepared by MP Design Group.
  - G. Drawings prepared by MP Design Group.
  - H. Addendum (if any)
  - I. Change Orders executed pursuant to the terms of the General Conditions.
2. The term "Work of Improvement" means

## **“East Pier Deep Water Wharf for USM/NOAA”**

in accordance with the Contract Documents.

3. Contractor will furnish all materials, supplies, tools, equipment, labor and other things or services necessary to complete the Work of Improvement in accordance with the Contract Documents.
4. Time is of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner and Engineer to award a time extension under this clause, the following conditions must be satisfied:

- (a) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (b) The unusually severe weather must actually cause a delay to critical path activities and impact the completion of the project.

Contractor will commence the Work of Improvement within five (5) calendar days after the date of service of the **Notice to Proceed** and the Work will be fully complete and Ready for Final Payment based on the milestone schedule outlined below unless the Contract Times are extended in accordance with the Contract Documents. The Contract time includes anticipated adverse weather delays based on historical information from the National Oceanic and Atmospheric Administration (NOAA). Substantial completion must be achieved no later than thirty (30) days prior to Final Completion, per the Contract Times. Contractor shall provide MSPA, prior to issuance of Notice to Proceed, a project schedule indicating all notable completion milestones for the project including, but not limited to: mobilization, demolition, any phasing or staging completion, major equipment deliveries, inspection dates, substantial completion, and close-out documentation. Contractor shall identify all critical path activities in the project schedule.

The Contractor's activity durations in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(2)	(3)	(3)	(3)	(3)	(4)	(4)	(4)	(3)	(2)	(3)	(3)

Upon receipt of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall project's critical activities for 50 percent or more of the contractor's schedule workday and register 0.50 inches of rain or more. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the Owner and Engineer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather days and issue a modification in accordance with the contract.

The Contractor must submit each month with his application for payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. No payment on a monthly application is due until the letter is received. Complete justification including an analysis verifying that conditions as stated herein above must accompany each request. A Contractor's letter or statement that it was delayed will not be considered as adequate justification. The receipt of this request and data by the Engineer will not be considered as Owner and Engineer approval of a time extension in any way.

The Contractor must submit each month with his application for payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. No payment on a monthly application is due until the letter is received. Complete justification including an analysis verifying that conditions as stated herein above must accompany each request. A Contractor's letter or statement that it was delayed will not be considered as adequate justification. The receipt of this request and data by the Engineer will not be considered as Owner and Engineer approval of a time extension in any way.

**Project Milestone Schedule:**

Milestone #1- Partial Substantial Completion: Contractor must have all items that are required to allow USM and NOAA vessels to be moored along the East Pier. Items to include the following: all new and modified fenders, all new bollards and bollards to be replaced, domestic water, sanitary sewer, fire water, lights, temporary power, and security fencing. Partial Substantial Completion must be achieved within 240 consecutive calendar days after the Notice to Proceed date.

Milestone #2 – Substantial Completion Date of Entire Project: Substantial completion for the entire project scope must be achieved within 400 consecutive calendar days after the Notice to Proceed date.

Milestone #3 – Final Completion/Acceptance: Project shall be fully complete and ready for final payment within 30 consecutive calendar days after the Milestone #2, Substantial Completion, date.

In the event that Contractor fails to reach Milestone #1, Partial Substantial Completion, on or before the date established in the Project Milestone Schedule, Contractor shall pay Owner liquidated damages in the amount of \$1,200 per day for each day beyond the Partial Substantial Completion Date that the Work is not partially substantial complete.

In the event that Contractor fails to reach Milestone #2, Substantial Completion, on or before the date of Substantial Completion, Contractor shall pay Owner liquidated damages in the amount of \$1,200 per day for each day beyond the Substantial Completion Date that the Work is not substantially complete.

In the event that Contractor fails to reach Milestone #3, Final Completion/Acceptance (including, without limitation, the completion of all close-out requirements as specified prior to the expiration of the date of Final Completion) Contractor shall pay, in addition to any amounts owed pursuant to Partial Substantial and Substantial Completion, liquidated damages in the amount of \$1,200.00 per day for each day beyond the Final Completion date that the Work is not fully completed and finally accepted (Final Acceptance) by Owner.

5. Construction Sequencing should proceed in a manner described in the Technical Specifications. In performance of the Work of Improvement, Contractor shall comply with the Contract Documents and accomplish the Work in accordance therewith.
6. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance the General Conditions. They also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner:

In the event that Contractor fails to reach Milestone #1, Partial Substantial Completion, on or before the date established in the Project Milestone Schedule, Contractor shall pay Owner liquidated damages in the amount of \$1,200 per day for each day beyond the Partial Substantial Completion Date that the Work is not partially substantial complete.

In the event that Contractor fails to substantially complete the Work on or before the date identified in the project milestone schedule, Contractor shall pay Owner liquidated damages in the amount of \$1,200.00 per day for each day beyond the Substantial Completion Date that the Work is not substantially complete.

In the event that Contractor fails to obtain Final Acceptance (including, without limitation, the completion of all execution and close-out requirements as specified prior to the expiration of the Contract Time, Contractor shall pay, in addition to any amounts owed pursuant to the immediately preceding paragraph (if applicable), liquidated damages in the amount of \$1,200.00 per day for each day beyond the Contract Time that the Work is not fully completed and finally accepted (Final Acceptance) by Owner.

7. In performance of the Work of Improvement, Contractor shall comply with the Contract Documents and accomplish the Work in accordance therewith.
8. Port Authority will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

For all Work, at the prices stated in Contractor's Bid attached as an exhibit to this Agreement at execution.

**Total contract price not to exceed:** \_\_\_\_\_

9. The MSPA shall own all documents, files, reports, Work papers and Working documentation, electronic or otherwise, created in connection with the Project, which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents and Work papers to MSPA upon termination or completion of this Contract. MSPA requires digital copies of all work product in PDF form and CAD (if applicable). MSPA requires one full size record set of plans and specifications, along with one ½ size set of record set drawings. The Contractor will provide MSPA both digital and physical set of "AS BUILT" drawings and specifications at the part of the project closeout documents. "AS BUILT" drawings and specifications should have any project changes, modifications, clarifications, and/or notations made in the color red. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such Work papers for its files. Contractor shall be entitled to use such Work papers only after receiving written permission from MSPA and subject to any copyright protections.

**CONTRACTOR:**

**MISSISSIPPI STATE PORT AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
John Rester, President

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mark Loughman, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MISSISSIPPI DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
William V. Cork Executive Director and  
Chief Economic Development Officer

Date: \_\_\_\_\_

**SECTION 012200  
UNIT PRICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to Work performed under a unit price payment method.

**1.02 COSTS INCLUDED**

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

**1.03 UNIT QUANTITIES SPECIFIED**

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

**1.04 MEASUREMENT OF QUANTITIES**

- A. Contractor will take all measurements and compute quantities. Measurements and quantities will be verified by Engineer/Architect or Engineer of Record.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness. Soils muck out volume will be determined by Final Measure (FM).
- D. Measurement by Area: Measured by square dimension using mean length and width or radius. Area will be determined by Final Measure (FM).

**1.05 PAYMENT**

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer/Architect, multiplied by the unit price. See Section 1.07 Schedule of Values for a description of work that is paid under each pay item.
- B. Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from the transporting vehicle.
  4. Products placed beyond the lines and levels of the required Work.
  5. Products remaining on hand after completion of the Work.
  6. Loading, hauling, and disposing of rejected Products.

**1.06 DEFECT ASSESSMENT**

- A. Replace Work, or portions of the Work, not complying with specified requirements.

**1.07 SCHEDULE OF UNIT PRICES**

- A. All unit prices provided below should include all labor, materials, and equipment necessary to satisfactory complete the work as specified.
- B. Base Bid - Deep Water Wharf
1. Mobilization / Demobilization: Mobilization shall be paid for at the contract unit price per lump sum.
  2. General Conditions: Shall be paid for at the contract unit price per lump sum.
  3. Demolition: Shall be paid for at the contract unit price per lump sum, which shall include all items shown on the demolition plan sheets and information provided in Section 024100 - Demolition unless specifically provided in a separate pay item. Pay item should include all labor, materials and equipment necessary to satisfactory complete the work as specified on the civil, structural, and electrical plans and specifications.
  4. Grout Removal: Shall be paid for the contract unit price per cubic yard.

5. Asphalt Paving: Shall be paid for at the contract unit price per square yard. Pay item should include the cost 610 limestone, surface course, and binder course.
6. Concrete Paving (Wharf Deck): Shall be paid for at the contract unit price per square yard. Pay item should include the cost for concrete reinforcement.
7. Structural Grout Fill: Shall be paid for the contract unit price per cubic yard.
8. Security Fence: Shall be paid for at the contract unit price per linear foot.
9. Automatic Gate: Shall be paid for at the contract unit price per each. Pay item should include the gate, the gate operator, all mechanism and hardware for the gate system, traffic safety loops, traffic paint, access readers, pedestals for access readers, and all electrical wiring required for the gate system.
10. 4' Wide Pedestrian Gate: Shall be paid for at the contract unit price per each.
11. Above Grade Utility Trench (Detail #7, C620): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost to install the utility trench shown in Detail #7 on Sheet C620. Conduit and utility piping should be paid for under other pay items.
12. Above Grade Utility Trench (Detail #9, C620): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost to install the utility trench shown in Detail #8 on Sheect C620. Conduit and utility piping should be paid for under other pay items.
13. Above Grade Utility Trench (Detail #2, C621): Shall be paid for at he contract unit price per linear foot. Pay item should include the cost to install the utility trench shown in Detail #2 on Sheet C621. Conduit and utility piping should be paid for under other pay items.
14. Above Grade Utility Trench (Detail #3, C621): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost to install the utility trench shown in Detail #3 on Sheet C621. Conduit and utility piping should be paid for under other pay items.
15. Above Grade Utility Trench (Detail #4, C621): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost to install the utility trench shown in Detail #4 on Sheet C621. Conduit and utility piping should be paid for under other pay items.
16. Electrical Pull Box: Shall be paid for at the contract unit price per each. Pay item should include the cost to install pull box shwon in Detail #1 on Sheet C621. Conduit and utility piping should be paid for under other pay items.
17. 6" Sewer Force Main (Ductile Iron): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost for valves, fittings, excavation, dewatering, backfilling, thrust blocks, marking tape, locator wire, sheathing, shoring, and pipe hangers to mount to the pier.
18. 6" Sewer Force Main (SDR 26 PVC): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost for valves, fittings, excavation, dewatering, backfilling, thrust blocks, marking tape, locator wire, sheathing, shoring, connection to the existing manhole, and pipe embedment.
19. 2" Sewer Force Main (SCH 10 Stainless 316L): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost for valves, fittings, excavation, dewatering, backfilling, thrust blocks, marking tape, locator wire, sheathing, shoring, and pipe hangers to mount to the pier.
20. Vessel Sewer Connection (2"): Shall be paid for at the contract unit price per each. Pay item should include the cost for the spill containment curb, 2" header, 2.5" M Camlock, and 2" check valve.
21. Vessel Sewer Connection (6"): Shall be paid for at the contract unit price per each. Pay item should include the cost for the spill containment curb, 6" header, 2.5" M Camlock, and 2" check valve.
22. 8" Water Main (Ductile Iron): Shall be paid for at the contract unit price per linear foot. Pay item should include the cost for excavation, dewatering, marking tape, locator wire, fittings, blocking, thrust blocks, backfilling, tie-ins for water lines, pipe hangers and clamps, and mounting hardware to mount the main to the pier.
23. Fire Hydrant Assembly: Shall be paid for at the contract unit price per each. Pay item should include the cost for valves required as part of the assembly.
24. 2" Water Service (SCH 10 Stainless 316L): Shall be paid for at the contract unit per per linear foot. Pay item should include the cost for excavation, dewatering, marking tape, locator wire, fittings, blocking, thrust blocks, backfilling, tie-ins for water lines, and



- mounting hardware to mount the service to the pier.
25. Vessel Water Connections: Shall be paid for at the contract unit price per each. Pay item should include the cost for 2" M Camlock, 1.5" threaded hose connection and 3/4" hose bib.
  26. New Fender (Type 1 Fender): Shall be paid for at the contract unit price per each. Pay item should include the cost for installation of the concrete foundation and new fender.
  27. Remove Fender (Type 1 Fender): Shall be paid for at the contract unit price per each. Pay item should include the cost to remove the existing fender in its entirety.
  28. Repair Fender (Type 1 Fender): Shall be paid for at the contract unit price per each. Pay item should include all labor and material to repair the existing fender.
  29. New Fender (Type 2 Fender): Shall be paid for at the contract unit price per each. Pay item should include the cost for installation of the concrete foundation and new fender.
  30. Modified Type 2 Fender: Shall be paid for at the contract unit price per each. Pay item should include the cost for removing parts of the existing fender system and installing new fender parts.
  31. New Mooring Bollard: Shall be paid for at the contract unit price per each. Pay item should include the cost for installation of the concrete foundation and new bollard.
  32. Remove Existing Mooring Bollard: Shall be paid for at the contract unit price per each. Pay item should include the cost to remove the existing mooring bollard in its entirety and any removal required to the concrete foundation/pedestal.
  33. New Ladder: Shall be paid for at the contract unit price per each.
  34. Electrical Platform #1: Shall be paid for at the contract unit price per each.
  35. Electrical Platform #2: Shall be paid for at the contract unit price per each.
  36. Electrical Conduit and Conductor: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost all conduit, conductor, grounding, mounting beam, pipe hangers to mount conduit to the pier, duct bank spacers, and pipe clamps.
  37. Vessel Shore Power Enclosure: Shall be paid for at the contract unit price per each. Pay item should include the cost to install the concrete pedestal and enclosure.
  38. Site Lighting: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost to install the concrete pedestal and light pole.
  39. Telecommunications: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for conduit, wire, pipe hangers, pipe clamps,
  40. MS Power Connection with Transformers: Shall be paid for at the contract unit price per lump sum.
  41. Temporary Power for Vessels: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for generators and fuel to provide temporary power to the vessels and security lighting from the substantial completion of Milestone #1 through project completion. Generator should be sized to meet the following conditions:
    - a. 480/277V, 3-phase
    - b. 600 amp project load
    - c. New security lighting
    - d. Pay item should include cost to provide and install all conductor from the generator to the vessel
  42. Steel Pipe Bollard: Shall be paid for at the contract unit price per each. Pay item should include the steel pipe, mounting hardware, installation, paint, and concrete to fill the pipe.
  43. Timber Rail: Shall be paid for at the contract unit price per linear foot. Pay item should include the timber rail, mounting hardware, and installation.
  44. 100% Coal Tar Epoxy: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for material and installation.
- C. Base Bid - Severe Weather Site
1. Mobilization / Demobilization: Mobilization shall be paid for at the contract unit price per lump sum.
  2. General Conditions: Shall be paid for at the contract unit price per lump sum.
  3. Demolition (Severe Weather Site): Shall be paid for at the contract unit price per lump sum, which shall include all items shown on the demolition plan sheets and information

- provided in Section 024100 - Demolition. Pay item should include all labor, materials and equipment necessary to satisfactory complete the work as specified.
4. Stripping (Severe Weather Site) (AH)(FM): Shall be paid for at the contract unit price per cubic yard. Stripping excavation will consist of the removal of the top layer of vegetation at to a depth of 6". "AH" means the cost of hauling material off the site is absorbed in the cost of this pay item. "FM" means final measure and the volume should be measure by LVM (loose vehicle measure) and converted to Contract measurement by multiplying the loose measure by 80 percent.
  5. 610 Limestone (Severe Weather Site) (AH)(FM): Shall be paid for at the contract unit price per cubic yard. "AH" means the cost of hauling material off the site is absorbed in the cost of this pay item. "FM" means final measure and the volume should be measure by LVM (loose vehicle measure) and converted to Contract measurement by multiplying the loose measure by 80 percent.
  6. Security Fence (Severe Weather Site): Shall be paid at the contract unit price per linear foot.
  7. 20' Double Gate (Severe Weather Site): Shall be paid at the contract unit price per each.
- D. Alternate #1 - Small Boat Pier Scope
1. Mobilization / Demobilization: Mobilization shall be paid for at the contract unit price per lump sum.
  2. General Conditions: Shall be paid for at the contract unit price per lump sum. Refer to General Requirements in the project manual for requirements.
  3. Rip Rap Removal and Reinstallation: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for all material and labor required to removal and reinstall the existing rip rap.
  4. Concrete Slab: Shall be paid for at the contract unit price per square yard. Pay item should include the cost for all material and labor required to install the concrete slab.
  5. Crane Foundation: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for all material and labor required to install the concrete pad.
  6. Timber Piles: Shall be paid for at the contract unit price linear foot of driven pile. Pay item should include the cost for all material and labor required to install the timber piles. Pay item should also include cost for cutting off timber piles.
  7. Test Pile and Associated Testing / Reporting: Shall be paid for at the contract price per linear foot of test pile driven. Pay item should include the cost for all testing and reporting required by the test pile program.
  8. Security Fence with 6' Wide Gate: Shall be paid for at the contract unit price per lump sum.
  9. Electrical Pedestals: Shall be paid for at the contract unit price per each.
  10. Electrical Lighting: Shall be paid for at the contract unit price per lump sum.
- E. Alternate #2 - Severe Weather Electrical
1. Mobilization / Demobilization: Mobilization shall be paid for at the contract unit price per lump sum.
  2. General Conditions: Shall be paid for at the contract unit price per lump sum. Refer to General Requirements in the project manual for requirements.
  3. Light Poles: Shall be paid for at the contract unit price per lump sum.
  4. Pedestals: Shall be paid for at the contract unit price per each.
  5. Generator: Shall be paid for at the contract unit price per each. Pay item should include the cost of the generator and installation.
  6. Panels: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for installation of the panel supports.
  7. MS Power Connection and Transformers: Shall be paid for at the contract unit price per lump sum.
  8. Concrete Pad For Generator: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for all material and labor required to install the concrete pad.

9. Concrete Pad for Transformer: Shall be paid for at the contract unit price per lump sum. Pay item should include the cost for all material and labor required to install the concrete pad
- F. Alternate #3 - East Pier Fenders
  1. Remove and Replace Fenders: Shall be paid for at the contract unit price per each.
- G. Alternate #4 - Small Boat Pier Crane
  1. Marine Crane: Shall be paid for at the contract unit price per each. Pay item should include the cost for procurement of the new crane. delivery, and installation.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION - NOT USED****END OF SECTION**

**SECTION 323113  
CHAIN LINK FENCES AND GATES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Posts, rails, and frames.
- B. Wire fabric.
- C. Barbed wire.
- D. Concrete.
- E. Manual gates with related hardware.
- F. Automatic gate operators.
- G. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Concrete anchorage for posts.

**1.03 PRICE AND PAYMENT PROCEDURES**

- A. Unit Prices: See Section 012200 - Unit Prices, for additional unit price requirements.

**1.04 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2020.
- B. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2021b.
- C. ASTM F567 - Standard Practice for Installation of Chain-Link Fence; 2023.
- D. ASTM F2200 - Standard Specification for Automated Vehicular Gate Construction; 2020.
- E. CLFMI CLF-FIG0111 - Field Inspection Guide; 2014.
- F. CLFMI CLF-PM0610 - Product Manual; 2017.
- G. CLFMI CLF-SFR0111 - Security Fencing Recommendations; 2014.
- H. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- K. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- L. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems; Current Edition, Including All Revisions.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
- C. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.

**1.07 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Posts, Rails, and Frames:
  - 1. Formed from hot-dipped galvanized steel sheet, ASTM A653/A653M, HSLAS, Grade 50, with G90 (Z275) zinc coating.
    - a. Line Posts: Type I round.
    - b. Terminal, Corner, Rail, Brace, and Gate Posts: Type I round.
    - c. Comply with CLFMI CLF-PM0610.
- B. Wire Fabric:
  - 1. ASTM A392 zinc coated steel chain link fabric.
  - 2. Comply with CLFMI CLF-PM0610.
- C. Barbed Wire:
- D. Zinc-coated steel, complying with ASTM A121 Type Z Coating Class 1; 2 strands of 0.099 inch diameter wire, with 2-pointed barbs at 4 inches on center.
- E. Ready-mixed, complying with ASTM C94/C94M; normal Portland cement; 2,500 psi strength at 28 days, 3 inch slump.

**2.02 COMPONENTS**

- A. Line Posts: 2.38 inch diameter.
- B. Corner and Terminal Posts: 4.0 inch diameter.
- C. Gate Posts: 4-1/2 inch diameter.
- D. Top and Brace Rail: 1.66 inch diameter, plain end, sleeve coupled.
- E. Bottom Rail: 1.66 inch diameter, plain end, sleeve coupled.
- F. Gate Frame: 1.66 inch diameter for welded fabrication.
- G. Fabric: 2 inch diamond mesh interwoven wire, 6 gage, 0.1920 inch thick, top selvage knuckle end closed, bottom selvage twisted tight.
- H. Tension Wire: 6 gage, 0.1920 inch thick steel, single strand.

**2.03 MANUAL GATES AND RELATED HARDWARE**

- A. Hardware for Single Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, 3 for taller gates; fork latch with gravity drop and padlock hasp; keeper to hold gate in fully open position.
- B. Hardware for Double Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, 3 for taller gates; drop bolt on inactive leaf engaging socket stop set in concrete, active leaf latched to inactive leaf preventing raising of drop bolt, padlock hasp; keepers to hold gate in fully open position.
- C. Hinges: Finished to match fence components.
  - 1. Brackets: Round.
  - 2. Mounting: Center.
  - 3. Closing: Manual.
- D. Latches: Finished to match fence components.
  - 1. Brackets: Round.

**2.04 AUTOMATIC GATE OPERATORS**

- A. Sliding Gates: Pre-wired, pedestal mounted gate operator for horizontal sliding gates, per ASTM F2200 and UL 325.
  - 1. Class: Class I.
  - 2. Operating type: drive belt.
  - 3. Control Functions: Open, Pause, Close.
  - 4. Maximum Open/Close Time: 10 seconds.

5. Access: Card.
6. Maximum gate weight: 500 pounds (187 kilograms).
7. Horsepower Rating: Suitable for connected load.
8. Entrapment Protection Devices: Provide sensing devices and safety mechanisms complying with UL 325.
  - a. Primary Device: Provide electric sensing edge, wireless sensing, NEMA 1 photo eye sensors, or NEMA 4X photo eye sensors as required with momentary-contact control device.
9. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - a. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:

## 2.05 ACCESSORIES

- A. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.

## 2.06 FINISHES

- A. Components (Other than Fabric): Galvanized in accordance with ASTM A123/A123M, at 1.7 ounces per square foot.
- B. Hardware: Hot-dip galvanized to weight required by ASTM A153/A153M.
- C. Accessories: Same finish as framing.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Removal: Obstructions or debris.

### 3.02 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Place fabric on outside of posts and rails.
- C. Set intermediate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
- D. Line Post Footing Depth Below Finish Grade: ASTM F567.
- E. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567.
- F. Provide top rail through line post tops and splice with 6 inch long rail sleeves.
- G. Install center brace rail on corner gate leaves.
- H. Do not stretch fabric until concrete foundation has cured 28 days.
- I. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- J. Position bottom of fabric 2 inches above finished grade.
- K. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- L. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- M. Install bottom tension wire stretched taut between terminal posts.
- N. Install support arms sloped inward and attach barbed wire; tension and secure.
- O. Do not attach the hinged side of gate to building wall; provide gate posts.
- P. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
- Q. Install operator in accordance with manufacturer's instructions and in accordance with NFPA 70.

**3.03 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch.
- B. Maximum Offset From True Position: 1 inch.
- C. Do not infringe on adjacent property lines.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Layout: Verify that fence installation markings are accurate to design, paying attention to gate locations, underground utilities, and property lines.
- C. Post Settings: Randomly inspect three locations against design for:
  - 1. Hole diameter.
  - 2. Hole depth.
  - 3. Hole spacing.
- D. Fence Height: Randomly measure fence height at three locations or at areas that appear out of compliance with design.
- E. Barbed Wire: Randomly inspect three locations against design for:
  - 1. Spacing of barb wire.
  - 2. Diameter of loops.
  - 3. Quantity of loops per length of fence.
- F. Gates: Inspect for level, plumb, and alignment.
- G. Workmanship: Verify neat installation free of defects. See CLFMI CLF-FIG0111 for field inspection guidance.

**3.05 CLEANING**

- A. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- B. Clean fence with mild household detergent and clean water rinse well.
- C. Remove mortar from exposed posts and other fencing material using a 10 percent solution of muriatic acid followed immediately by several rinses with clean water.

**3.06 CLOSEOUT ACTIVITIES**

- A. See Section 017800 - Closeout Submittals, for closeout submittals.
- B. Demonstrate proper operation of equipment to Owner's designated representative.
- C. Demonstration: Demonstrate operation of system to Owner's personnel.
  - 1. Use operation and maintenance data as reference during demonstration.
  - 2. Conduct walking tour of project.
  - 3. Briefly describe function, operation, and maintenance of each component.

**END OF SECTION**