



Alabama State Port Authority
Addendum to R&P or Specification Booklet

Project Name Pinto Cranes Structural Weld Inspection

Project No. 11371 **Task No.** 02 **Addendum No.** 1

To: Prospective Bidders

Date: 6/17/2024

The following items are clarifications to questions received. These items are hereby included in the bid documents by this addendum.

| Item | Description |
|------|--|
| 1. | <p>With regards to insurance in Division III please replace the SP-11 wording with the following: SP-11 INSURANCE</p> <p>The following shall apply to Section 40 (Indemnification and Insurance Requirements) of Division IV General Provisions:</p> <ul style="list-style-type: none"> 1) Omit Section 40-04 Owner’s and Contractor’s Protective Liability – Not Required 2) Omit Section 40-07 Ocean Marine Coverage – Not Required 3) Omit Section 40-08 Railroad Protective Liability – Not Required 4) Omit Section 40-09 Builder’s Risk or Installation Floater – Not Required <p>For Division IV, please replace pages 16, 17, and 18 with the attached pages.</p> |
| 2. | <p>Question: Will ET/ACFM be accepted methods of inspection for structural inspections. I only seen UT MT VT on the check sheets and No mention of other Inspection methods PT ET ACFM.</p> <p>Answer: ET/ACFM is not currently expected to be utilized on this project. Specific locations may be reviewed/considered if proposed by the successful bidder during the project. PT will be considered on a case-by-case basis.</p> |
| 3. | <p>Question: Can Rope Access Techniques be employed during the inspections or are we to solely use Port Supplied equipment?</p> <p>Answer: The intent is for the Port to provide all access required to complete the inspection. If there are specific locations that the successful bidder recommends utilizing rope access the Port will review/consider them on a case-by-case basis.</p> |
| 4. | <p>Question: Mentioned on the call that Cranes will be available from 7am to 7pm (12Hr shifts) however documentation stated 8am to 6pm (10hr shifts) <i>“One Crane at a time will be available 8AM to 6PM Monday – Saturday”</i></p> <p>Answer: The hours in the bid documentation are correct. 8am to 6pm Monday to Saturday is correct.</p> |
| 5. | <p>Question: Below Screenshot of the schedule of pricing. We intend NO Overtime to be worked and based on basic hours/days. Do we enter our OT rate in any case.</p> <p>Answer: Rates shall be supplied for all potential hours worked on the project including the first 8</p> |



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| | hours in a day and 40 hours in a week as well as hours in excess of each. If the rate would be the same, then the same rate would apply. | | | | | | | | | | |
|-----------------------------------|--|-----------------------------------|--|---------|-----------|--|--|--------|---------------|---------------|----------------|
| 6. | <p>Question: As there are 3 cranes being completed at different times and as a question on Extra Mobilisations and De Mobilisations. For whatever reason access is NOT granted to any of the three cranes and de mob is needed will this be as per a noted below de mob costing?</p> <p>Answer: The intention of the Port is to inspect one crane at a time. At the time of completion of each crane the Port intends to make the next crane available. The mobilization and demobilization are per occurrence values. For purposes of the bid review a single occurrence of each is assumed – but the values provided would apply to each actual instance during the project.</p> | | | | | | | | | | |
| 7. | <p>Question: Please confirm how many operating hours are on each crane.</p> <p>Answer: This and other crane detail information will be made available to the successful bidder for use/reference during the inspections.</p> | | | | | | | | | | |
| 8. | <p>Question: Have structural inspections ever been completed on the cranes?</p> <p>Answer: No, a complete structural inspection as intended with this project has not been performed.</p> <p>Follow up Question: If so, are the structural inspection reports available?</p> <p>Answer: Not applicable.</p> | | | | | | | | | | |
| 9. | <p>Question: Has the paint already been removed from the areas to be tested?</p> <p>Answer: No.</p> <p>Follow up Question: If not, when do you expect to begin the removal and how long will it take?</p> <p>Answer: Paint removal will begin 24-48 hours prior to the arrival of the weld inspector. Intent is to have the areas prepared / paint removed as required to stay ahead of the inspector(s).</p> | | | | | | | | | | |
| 10. | <p>Question: Will electronic submissions of the bids be accepted?</p> <p>Answer: No, see Div I Section 2.0: Submission of Proposals.</p> | | | | | | | | | | |
| 11. | <p>Please find the Pre-Bid Meeting Attendance List below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">PRE-BID MEETING ATTENDANCE</th> </tr> <tr> <th>Company</th> <th>Attendees</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td rowspan="3" style="text-align: center;">Alatas</td> <td>Kevin Krueger</td> </tr> <tr> <td>Richard Boyle</td> </tr> <tr> <td>Luis Escamilla</td> </tr> </tbody> </table> | PRE-BID MEETING ATTENDANCE | | Company | Attendees | | | Alatas | Kevin Krueger | Richard Boyle | Luis Escamilla |
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| | | | | | | | | | | | |
| Alatas | Kevin Krueger | | | | | | | | | | |
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|-------------------------|------------------|--|
| | | |
| ATS | Margaret Dopson | |
| | Jeff Smith | |
| | Cynthia Renshaw | |
| | | |
| Challenge Engineering | Toby Watson | |
| | Emily Smith | |
| | | |
| Laurence and Associates | William Laurence | |
| | Nick Farrell | |
| | | |
| Mistras Group | Monty Wiggins | |
| | Kyle Domingue | |
| | | |
| NVI NDT | Chip Stechmann | |
| | Thomas Benefield | |
| | | |
| Sparrows Group | Mark Evans | |
| | Kevin Burnet | |
| | | |
| Woyt International | Amber Widner | |
| | Ty Jahns | |
| | | |
| APTIM | David Wallace | |
| | Tripp Meador | |
| | Douglas McLendon | |
| | | |
| APA | Brandon Taylor | |
| | Jeremy Phillips | |
| | Nick Maddox | |

Please indicate your receipt of this addendum by adding the addendum number in the appropriate place in your Requisition & Proposal or Specification Book.

Brandon Taylor

17 June 2024

Brandon Taylor, P.E.
 Project Manager

Date



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SECTION 40 INDEMNIFICATION AND INSURANCE REQUIREMENTS

40-01 INDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama, the Alabama State Port Authority and its officers and employees, and Engineer from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises, or the ways and means adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the Contract.

40-02 CONTRACTOR COVERAGE

The Contractor shall not commence work under the Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar applicable insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, then the principal Contractor shall provide such insurance protection for subcontractor and his employees by endorsement to the Contractor's policies or by taking out separate policies in the name of the subcontractor.

40-03 COMMERCIAL GENERAL LIABILITY

The Contractor shall take out and maintain during the life of the Contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverage, in an amount not less than \$15,000,000 for any one occurrence for bodily injury, including death, and property damage liability. Policy shall include endorsement identifying the Owner and Engineer as Primary and Non-contributory Additional Insureds as respects the Contractor's work for the Owner, to the extent required by written Contract, including a waiver of all rights of subrogation.

40-04 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall take out and maintain during the life of the Contract a separate Owner's and Contractor's Protective Liability policy in the names of the Owner and Engineer in an amount not less than \$2,000,000. Policy shall be delivered to the Owner.

40-05 BUSINESS AUTOMOBILE LIABILITY

The Contractor shall take out and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired vehicles in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability. The Owner and Engineer shall be identified as Additional Insureds, to the extent required by written Contract.



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40-06 WORKERS COMPENSATION

The Contractor shall take out and maintain during the life of the Contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama Law.

Where applicable, Contractor shall take out and maintain during the life of the Contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

40-07 OCEAN MARINE COVERAGE

In the event work involves the use of watercraft in the completion of the Contract, the Contractor shall provide Protection and Indemnity coverage, including crew, in an amount not less than \$2,000,000 for each loss.

Only the Contractor and/or Subcontractor using watercraft in the completion of its work shall be required to provide evidence of this coverage. In the event the Contractor subcontracts for this portion of the work, the Contractor shall not allow the subcontractor to commence work until such coverage has first been obtained by the subcontractor and approved by the Owner.

40-08 RAILROAD PROTECTIVE LIABILITY

In any case where the Contract involves work within 50 feet of an operating railroad track, the Contractor shall provide a Railroad Protective Liability policy in the name of the railroad whose right of way is involved. The limits of the policy shall be not less than \$2,000,000 per occurrence with \$6,000,000 aggregate.

NOTE #1: With the written approval of the Owner, in lieu of the Railroad Protective Liability policy, the Contractor may cause to be attached to its Commercial General Liability policy standard ISO endorsement, "Contractual Liability – Railroads" (CG 24 17). The railroad must be identified as an Additional Insured.

NOTE #2: Only the Contractor and/or Subcontractor performing the work within 50 feet of the railroad track shall be required to provide evidence of this coverage. In the event the Contractor subcontracts for this portion of the work, the Contractor shall not allow the subcontractor to commence work until such coverage has first been obtained by the subcontractor and approved by the Owner.

40-09 BUILDER'S RISK or INSTALLATION FLOATER

The Contractor shall take out and maintain during the life of the Contract Builder's Risk insurance or Installation Floater, written on an "All Risk" basis, insuring the work included in the Contract against all physical loss. The amount of insurance shall at all times be at least equal to the amount of the Contract. The policy shall be in the names of the Owner, Engineer, Contractor and "all Subcontractors," as their interests appear. Policy shall be provided to the Owner prior to commencement of work.

When changes in scope of work by written Change Order or aggregate Change Orders equal 15 percent of the total Contract, the amount of coverage provided in the Builder's Risk/Installation Floater policy shall be increased accordingly and evidence of increased coverage delivered to the Owner.



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40-10 PROFESSIONAL LIABILITY COVERAGE

The Contractor shall take out and maintain during the life of the contract Professional Liability insurance including design with limits not less than \$2,000,000 per occurrence.

40-11 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish to the Owner, in triplicate, Certificates of Insurance, signed by the licensed agent, evidencing the required coverage, along with letter of transmittal giving date of delivery. A copy of this letter shall also be delivered to the Engineer. The Owner reserves the right to require certified copies of any and all policies.

All coverage and bonds shall be provided by companies acceptable to the Owner. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to the Owner and insured.

(Rev. 1/26/06)

SECTION 50

SCOPE OF WORK

50-01 INTENT OF CONTRACT

The intent of the Contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, drawings, specifications, and terms of the Contract.

50-02 ALTERATION OF WORK AND QUANTITIES

The OWNER reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded Contract quantities, provided that the aggregate of such alterations does not change the total Contract cost by more than 10% or the total cost of any major Contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded Contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the Contract nor release the surety, and the Contractor agrees to accept payment for such alteration as if the altered work had been a part of the original Contract. These alterations, which are for work within the general scope of the Contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of Contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the OWNER and the Contractor are unable to agree on a unit adjustment for any Contract item that requires a supplemental agreement, the OWNER reserves the right to terminate the Contract with respect to the item and make other arrangement for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

(rev 3/31/11)