



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

Project Name Upper Harbor Maintenance Dredging On-Call

Project No. 11396 **Task No.** 2 **Addendum No.** 2

To: Prospective Bidders **Date:** 4/18/24

The following items are clarifications, notes and/or answers to questions received during the Pre-Bid Meeting.

Item	Description
1.	<p><u>Clarification or Changes</u></p> <ol style="list-style-type: none"> 1. DIVISION I, INVITATION TO BID, page I-1 through I-2 <ol style="list-style-type: none"> a) Paragraph 8 was edited to better reflect the intent of “on-call” for this Contract, page I-1. This has been <u>bolded and underlined</u> in the attached Division I titled <i>Revised with Addendum No. 2</i>. 2. DIVISION I, PROPOSAL, pages I-4 through I-7 <ol style="list-style-type: none"> a) Schedule of Prices were edited, page I-5 <ol style="list-style-type: none"> (1) Item 4 description changed to “Site Mobilization for Disposal Area” (2) Item 5 description changed to “Site Demobilization for Disposal Area” 3. DIVISION 5, SECTION 504-DREDGING, pages V-4 through V-16 <ol style="list-style-type: none"> a) 1.7 NOTICES, 1.7.1 Start Work, page V-7 <ol style="list-style-type: none"> (1) Paragraph language revised to better reflect the intent of “on-call” for this Contract b) Part 8 REFERENCED DRAWINGS, page V-16 <ol style="list-style-type: none"> (1) 11396-14, Discharge Pipe Path was edited to - REV 1 4. 11396.01 – Drawings, pages 1 through 14 <ol style="list-style-type: none"> a) 11396-14, Discharge Pipe Path, page 14 <ol style="list-style-type: none"> (1) Piers were labeled
2.	<p><u>Attachments</u></p> <ul style="list-style-type: none"> ▪ Division I with new header text stating <i>Revised with Addendum No. 2</i>, pages I-1 through page I-10. <u>Replace previous Division I pages/sections and include the attached pages/sections with bid.</u> ▪ Division V with new header text stating <i>Revised with Addendum No. 2</i>, pages V-4 through V-16. <u>Replace previous Division V pages/sections and include the attached pages/sections with bid.</u> ▪ 11396-14, Discharge Pipe Path - Rev 1, page 14
3.	<p><u>Questions & Answers</u></p> <ol style="list-style-type: none"> 1. For clarification, is the grain dock the only dock on the bid schedule that typically requires dredging outside of the normal dredge window (November/December)? Historically, yes. 2. Why can bids be hand delivered by 2pm (bid time) but a mail carrier delivery is required by 1pm? Contractors often prefer to hand deliver bids to assure that bids are received on time. The bid opening location is held at a publicly accessible location different from the mailing address. The one-hour difference allows for commute time to the bid opening location. 3. Will the Port consider accepting bids electronically? No, bids must be received in a sealed envelope with all required information per the specifications of Division I, “Faxed or electronic submitted bids will not be accepted”. Bids will be opened and read publicly at 2:00 PM on Wednesday, April 24, 2024. 4. Will the Port consider bidding this project closer to the time that the actual work will be performed? No, it is our intention to have the on-call dredging contractor selected ahead of our anticipated dredge cycle. 5. Does the Port anticipate that the grain dock will need to be dredged this summer? Yes. However, it has not been determined if it will be performed under this Contract. 6. Does the Port anticipate that the main docks will need to be dredged this winter? Yes. 7. Please help us understand what an On-Call project is. Does this mean the contractor can be given an NTP at any time and is required to respond immediately? Even if it is outside of the stated/typical/expected dredge window (June/July for grain elevator, November/December for main docks)? The intention of the “on-call” would be to dredge within our normal cycle. However, the dredge cycle can shift a few months from year-to-year. Language has been revised with this addendum to further clarify.



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	<ol style="list-style-type: none">8. If the Ports intention for an On-Call project is to have a dredge available to respond at moment's notice, will the Port consider adding a bid item for daily standby time? No, the existing specifications stand. Note there is an item in the Schedule of Prices for an hourly standby rate.9. Is the contractor required to have Builders Risk insurance for this project? No, see Division 3, SP-11 Insurance.10. Is the contractor required to have professional liability insurance for this project? No, see Division 3, SP-11 Insurance.11. The specs discuss project over runs but we could not find any language regarding underruns. Will the contractor be allowed to pursue a VEQ (variation of estimated quantities) for dock underruns? If so, what % of underrun would constitute a VEQ? No, the existing specifications stand.12. If the contractor has no legal means to pursue an adjust in contract price for underruns, will the Port consider making each dock a LS up to the estimated quantities, and then a price per cubic yard over the estimate quantity? No, the existing specifications stand.13. For the referenced discharge pipe path drawing (11396-14), would it be possible to add each dock location/name on this drawing? This revision of 11396-14 is attached with this addendum.14. Would it be possible to supply cross sections for each dock which are representative of the advertised bid quantities? The supplied information should be adequate for bidding purposes.
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Please indicate your receipt of this addendum by adding the addendum number in the appropriate place in your Requisition & Proposal or Specification Book.

W. Jackson

Wesley Jackson, E.I.
Project Manager

4/18/24

Date

DIVISION I



Alabama State Port Authority Specification Booklet

Project Name Upper Harbor Maintenance Dredging On-Call
Location Mobile, AL
Project # 11396 **Task #** 01 **Revised with Addendum No. 2** **April 2024**

INVITATION TO BID

Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, AL 36602 by 1:00 PM, on Wednesday, April 24, 2024. Sealed bid proposals can also be hand delivered from 1:45 PM to 2:00 PM, on Wednesday, April 24, 2024, to the Alabama State Port Authority (ASPA) in the International Trade Center building, 250 North Water Street, 1st Floor Killian Room, Mobile, AL. Faxed or electronic submitted bids will not be accepted.

The work consists principally of providing bonds, plant, labor, materials, equipment, and supervision necessary for the hydraulic maintenance dredging of various areas at the Upper Harbor facilities in Mobile, AL. The scope of work performed will include maintaining the water depth shown in the contract drawings. This work will be performed as per high frequency hydrographic surveying at MLLW, 1929.

Dredging equipment must be able to handle a discharge pipe no smaller than 18-inch diameter and no larger than 27-inch diameter for ASPA spoil area, Mud Lakes. The anticipated maximum dredge depth for the upper harbor berths is -42’.

This work will consist of dredging the Upper Harbor facilities per the items listed in the Schedule of Prices. Annualized cubic yards are not a guarantee of the amount of contractual work; this is only a basis for bid evaluation.

Dredging will be performed on an on-call basis; exact times to be determined by ASPA. The Main Docks are generally dredged on an annual frequency in early Winter (November/December). It is anticipated that the dredging of the Rail Ferry, AIT Dock, and Blakely Terminal be performed in conjunction with the Main Docks event. The grain elevator berth may require off-cycle dredging in mid to late summer (June/July) if the winter survey dictates. The dredge frequency and timing previously described is to provide the Contractor with an estimated amount of effort required for this contract for scheduling. Dredge tasks may be requested more frequently than previously described.

For bid analysis, it is anticipated that all dredge material will be discharged into the Mud Lakes disposal area. A submerged line must be placed across the Mobile River Channel for Main Docks, Rail Ferry, and AIT Dock dredging events.

This initial, one-year contract may be renewed up to four (4) times for a total of five (5) years from the original contract. Contract renewal will be based upon mutual agreement between the Owner and Contractor. Pricing will be re-evaluated and adjusted based on the Consumer Price Index established by the U.S. Bureau of Labor Statistics at the time of contract renewal. The February 2024 CPI for “Transportation services” is 9.9% (U.S. Bureau of Labor Statistics).

The bidder must also be flexible with the vessel/barge traffic with no interruptions to the course of business. **The awarded bidder shall have not more than thirty (30) calendar days to commence dredging after receiving a mobilization request. Specifications as to this can be found in Division V, 1.7.1 Start Work.**



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Specifications, proposal forms, bid and performance bond forms, and plans are available on the Alabama Port Authority website at www.alports.com. You may contact the ASPA project manager, Wesley Jackson, for additional information at wesley.jackson@alports.com or (251) 441-7253. Prospective bidders may coordinate with the project manager to view the site of the proposed work. **The deadline for prospective bidders to submit questions is seven (7) calendar days prior to bid opening.**

A Guarantee will be required with each bid as follows: At least five (5%) percent of the amount bid, but in no event more than Ten Thousand (\$10,000) Dollars, shall be furnished in the form of a certified check or bid bond payable to the Alabama State Port Authority. A Performance Bond in an amount not less than the sum bid will be required at the signing of the contract and, in addition, a bond in an amount not less than One Hundred (100%) percent of the contract price, insuring payment of all labor and material.

No bid will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this work in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license as required from the State Licensing Board for General Contractors, Montgomery, Alabama with the license classification being H/RR: Heavy and Railroad or H/RR-S: Dredging. Also, non-residents of the State must show evidence of having qualified with the Secretary of State to do business in Alabama.

Bids will be publicly opened at 2:00 PM, Wednesday, April 24, 2024, at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor Killian Room, Mobile, AL. The right is reserved, as the interest of the Alabama State Port Authority may require, to reject any and all bids and to waive informalities in bids received.



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INSTRUCTIONS TO BIDDERS

1.0 ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda posted on the ASPA website. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Deadline to submit questions is seven (7) calendar days prior to the bid opening.

2.0 PREQUALIFICATION OF BIDDERS

No proposal will be considered from any Contractor unless he is licensed to do work in the State of Alabama and has complied with the requirements of Paragraph SP-04 of DIVISION III Special Provisions.

3.0 SUBMISSION OF PROPOSALS

Before submitting his proposal, the Contractor shall comply with the following:

- (a) The Proposals shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.
- (b) If the Bidder is a corporation organized in a state other than Alabama, attach to the Proposal a certificate from the Secretary of State showing that the Corporation is qualified to transact business in Alabama.
- (c) Attach a certified check or Bid Bond in the amount of 5% of the Proposal, but not more than \$10,000 made payable to the Alabama State Port Authority.
- (d) Non-resident (out of state) Contractors shall attach all items included by SP-06.
- (e) Attach a copy of the State Contractor's License to Proposal.
- (f) Affidavit and Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (see page I-7)

One copy of Items (a) through (f) should be placed in a sealed envelope with the bidder's name, Contractor's License number, the project, and the time and date of bid opening shown on the outside.



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PROPOSAL

Proposal of:

Address:

Date:

To: STATE OF ALABAMA, Alabama State Port Authority, Mobile, Alabama

Gentlemen:

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all Special Provisions and Specifications furnished; and that he has satisfied himself relative to all aspects of the work to be performed and especially to those factors affecting cost, progress, or performance.

The Bidder proposes and agrees, if this bid is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, tools, apparatus, means of transportation, labor and incidentals to perform in a satisfactory manner, the work described in the Contract Specifications and Drawings for the Alabama State Port Authority, for the prices listed below to complete:

PROJECT 11396
Upper Harbor Maintenance Dredging On-Call
MOBILE, ALABAMA

In full and complete accordance with the shown noted, described and reasonable intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached contract documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work materials and incidentals as constitute Bidder's obligation as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for the item which most logically includes it.

Bidder agrees that he will commence the work within the time allotted by the Contract Documents with an adequate force, plant, and equipment and that the work will be completed within time schedules outlined in Special Provisions Article SP-03.

Bidder accepts the provisions of the Contract Documents as to liquidated damages in the event of failure to complete the work on time.

The Bidder further agrees that, in case of failure on his part to execute the Contract and required bonds within ten (10) calendar days from the date written notice of award if mailed or otherwise delivered to the Bidder, the certified check or bid bond accompanying this bid and the monies payable thereon shall



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be paid into the funds of the Owner not as penalty, but as a liquidation of a reasonable portion of the damages incurred by the Owner due to the Bidder’s failure to execute the Contract.

Bid Notes:

1. Estimated quantities listed are averages based on dredge quantities from the last seven (7) years.
2. For reference, attached on the last page of this document is a table showing dredge quantities from the last seven (7) years along with an estimated number of dredge events to be conducted under this contract. All quantities shown in the table are to provide a basis for bid evaluation. The ASPA does not guarantee any amount of contractual work.
3. Note from the historic dredge quantities that line items 8, 9, 14, 15, 18, and 19 may only be dredged one time in a five-year period.
4. ASPA may award the contract based on the low bid of the base bid or the base bid plus the bid additive.
5. At minimum, each prospective bidder must complete the base bid portion of the schedule of prices (includes completing items 1 through 32). Prospective bidders are not required to submit pricing on the bid additive portion of the Schedule of Prices in order to submit a bid. However, if the bid selection is chosen based on total base bid plus bid additive, bids without the bid additive completed would not be considered.

SCHEDULE OF PRICES

Description	Est Qty	Uo M	Unit Price	Value
1. Project Bonds, Insurance & Access Credentials	1	LS	LS	\$_____
2. Mobilization To Port of Mobile	1	LS	LS	\$_____
3. Third Party Survey Work	1	LS	LS	\$_____
4. Site Mobilization for Disposal Area	1	LS	LS	\$_____
5. Site Demobilization for Disposal Area	1	LS	LS	\$_____
6. Lower Port Site Mobilization – Pier 2, Pier 3, Pier 4, Pier 5, Pier 6, Pier 7, Pier 8, Pier A South, and Pier A River End.	1	LS	LS	\$_____
7. Hydraulic Dredging of Pier 2	12,000	CY	\$_____/CY	\$_____
8. Hydraulic Dredging of Pier 3	11,000	CY	\$_____/CY	\$_____
9. Hydraulic Dredging of Pier 4	14,000	CY	\$_____/CY	\$_____
10. Hydraulic Dredging of Pier 5	10,000	CY	\$_____/CY	\$_____
11. Hydraulic Dredging of Pier 6	15,000	CY	\$_____/CY	\$_____
12. Hydraulic Dredging of Pier 7	39,000	CY	\$_____/CY	\$_____
13. Hydraulic Dredging of Pier 8	2,000	CY	\$_____/CY	\$_____
14. Hydraulic Dredging of Pier A South	7,000	CY	\$_____/CY	\$_____
15. Hydraulic Dredging of Pier A River End	15,000	CY	\$_____/CY	\$_____



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16. Middle Port Site Mobilization – Slip B, Slip C, Pier C River End, Pier C North, Grain Elevator, Pier D2, Pier E, and Rail Ferry	1	LS	LS	\$_____
17. Hydraulic Dredging of Slip B (Pier A North)	17,000	CY	\$_____/CY	\$_____
18. Hydraulic Dredging of Slip B (Pier B South)	35,000	CY	\$_____/CY	\$_____
19. Hydraulic Dredging of Pier B River End	13,000	CY	\$_____/CY	\$_____
20. Hydraulic Dredging of Slip C (Pier B North)	12,000	CY	\$_____/CY	\$_____
21. Hydraulic Dredging of Slip C (Pier C South)	10,000	CY	\$_____/CY	\$_____
22. Hydraulic Dredging of Pier C River End	6,000	CY	\$_____/CY	\$_____
23. Hydraulic Dredging of Pier C North	11,000	CY	\$_____/CY	\$_____
24. Hydraulic Dredging of Grain Elevator Dock	24,000	CY	\$_____/CY	\$_____
25. Hydraulic Dredging of Pier D2	12,000	CY	\$_____/CY	\$_____
26. Hydraulic Dredging of Pier E	23,000	CY	\$_____/CY	\$_____
27. Hydraulic Dredging of Rail Ferry	3,000	CY	\$_____/CY	\$_____
28. Upper Port Site Mobilization – Automotive Terminal Dock and Blakeley Terminal	1	LS	LS	\$_____
29. Hydraulic Dredging of Automotive Terminal Dock	44,000	CY	\$_____/CY	\$_____
30. Hydraulic Dredging of Blakeley Terminal	9,000	CY	\$_____/CY	\$_____
31. Weir Box Management	1	LS	LS	\$_____
32. Hydraulic Dredge Standby, per hour	150	HR	\$_____/HR	\$_____
TOTAL BASE BID	(Items 1 thru 32)			\$_____
Bid Additives				
33. Individual, off-cycle mobilization for Grain Elevator Dock	1	LS	LS	\$_____
TOTAL BASE BID PLUS BID ADDITIVE	(Items 1 through 33)			\$_____

Dollars

(In Words)

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. _____

ADDENDUM NO. _____



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ADDENDUM NO. _____

Contractor's Signature:		
Contractor Company _____		
_____	_____	_____
Name	Title	Date



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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, undersigned, _____
 _____ as Principal, and _____ as
 Surety, are hereby held and bound unto The Alabama State Port Authority as **OWNER** in the Penal sum
 of _____ for the payment of which will and truly be made, we hereby
 jointly and severally bind ourselves, successors and assigns. Signed, the _____ day of
 _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to the Alabama
 State Port Authority a certain BID, attached hereto and hereby made a part hereof to enter into a
 contract in writing, for the Upper Harbor Maintenance Dredging On-Call in Mobile, Alabama, Project No.
 11396 Task 01

NOW, THEREFORE,

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

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

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

Principal	
Surety	
By	



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CERTIFICATE OF COMPLIANCE

State of _____
County of _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- 1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
- 2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- 3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- 4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.



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Certified this _____ day of _____ 20 ____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20 ____.

WITNESS:

Printed Name of Witness

DIVISION V



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SECTION 504 DREDGING

PART 1 GENERAL

1.1 Description of Work

The work to be performed under this contract includes furnishing of all plant, labor, materials, and equipment and the performance of all work required for completing the project, in accordance with the contract drawings and these specifications. The work includes dredging for the Alabama Port Authority Upper Harbor Facility in Mobile, AL and the satisfactory disposal of all dredged materials.

Data and information furnished or referred to below is for the Contractor's information. The Alabama State Port Authority will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

(a) General: The indications of physical condition on the drawings and in the specifications are the result of site investigations and surveys.

(b) Location: The work to be done under these specifications is located adjacent to the Mobile River Channel. The channel is located in the southwestern part of the state of Alabama and approximately 80 miles by water west of Pensacola Harbor, Florida and 150 miles by water east of New Orleans Harbor, Louisiana.

1.1.1 Contractor's Investigation Responsibility

The Contractor should investigate submerged, surface, and overhead structures in the work areas and other locations which may be necessary to traverse. The exact location, depths, and height of submarine cables, pipes, highlines, docks, piers, bulkheads bridges, etc. (as applicable), are not known and it will be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations. The Contractor shall make all arrangements with the respective owners of the structure to assure satisfactory completion of dredging in the vicinity with a minimum interruption of service and shall perform operations in such a manner as will avoid damage to these facilities. If the marine structures are damaged by the dredging operations, it will be the responsibility of the Contractor to repair or rebuild the damaged facility at no cost to the Owner. No dredging shall take place within 10 feet of any submerged aquatic vegetation (SAV) bed. Additional requirements related to this SAV are contained in the water quality certification letter issued by the Alabama Department of Environmental Management (ADEM).

1.1.2 Weather Conditions

The sites of the work are exposed to local disturbances in the upper Gulf of Mexico. Generally, the sites of the work do not provide safe refuge from tropical hurricanes which may occur from June to December. Should a hurricane occur during the course of the work, it will be the responsibility of the Contractor to select a safe harbor. There are no known unusual currents at any of the sites except during floods when velocities of 2 to 4 miles per hour may be expected; however, the Contractor should investigate all the



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sites of the work and determine for himself the requirements of the work. The mean tidal range is approximately 1.47 feet. The working season extends over the entire year. Adverse weather will not be a contractual reason for an increase of the contract price.

1.1.3 Transportation Facilities

The work areas are accessible by water via the Gulf Intracoastal Waterway and the Gulf of Mexico, leading from Mobile Bay and/or New Orleans harbor.

1.1.4 Channel Traffic

The traffic using the Channel is considered heavy and large. The type of traffic consists principally of several lines of freight steamers, ore carriers, tankers, tugs, fishing, and passenger boats. CAUTION: When navigation conditions become hazardous due to inclement weather (fog, storm, etc.) or other circumstances, the dredge and related equipment shall be moved clear of the Channel for safe passage of any impending project traffic. The Contractor shall maintain appropriate communication with ASPA Operations during such hazardous conditions. The Contractor shall particularly comply with all U.S. Coast Guard regulations pertaining to proper activation of fog (and any other) signaling devices (sound, light, etc.).

1.1.5 Obstruction of Navigable Traffic

The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs traffic as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by them under the contract in navigable waters or on shore.

1.2 REFERENCES

ASTM INTERNATIONAL (ASTM)

ASTM D-2487 Unified Soil Classification System

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1(2003) Safety and Health Requirements Manual

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 88.15ANNEX V - PILOT RULES - Lights on dredge pipelines



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49 CRR Part 214 – Railroad Workplace Safety

1.3 PRE-BID ACTIVITIES

Due to the nature of this contract, hydrographic surveys are not expected to be relevant. The bidder may, at his option, perform hydrographic surveys to make a determination of the project area conditions. The cost of such surveys shall be borne by the bidders, at no expense to the Owner.

1.4 ORDER OF WORK

The order of the work shall be determined by close coordination between ASPA Operations and Engineering and the Contractor in order to create the least disturbance to cargo operations. The Contractor shall determine the requirements for staging and fabrication areas for dredging equipment based on his proposed operational methods. Acquisition of real estate interests in any such area and/or required permits for the particular type of land use shall be the sole responsibility of the Contractor, the Owner being held harmless from any liability or legality of procurement, use, or restoration.

The Contractor may inquire with the Owner to determine the availability of land to lease for the use of long-term storage of dredge equipment between mobilizations. It should be noted that with any land leased from the Owner, the Owner has the right to require that the Contractor vacate the leased land with a sixty (60) day notice.

1.5 CHARACTER OF MATERIALS

1.5.1 Materials to Be Removed

Material to be removed under this contract (within the required dredging prisms) includes river silt material. Additionally, some large and small debris may exist within the limits of the required work. The Contractor may also find that the material to be removed contains various non-soil substances such as fibrous debris (trees, roots, stumps, etc.), metal cables, mooring ropes, wire, rubble, etc.

1.6 SUBMITTALS

The owner representative may at any time request the following items for approval:

Instrumentation data

Written instructions, etc., to explain data format used for instrumented dredging equipment.

Surveys

Before- and after-dredging surveys of project excavation limits to include interim surveys during



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dredging activities.

Certificates

Accuracy of electronic positioning system for dredging surveys

Records

Quality Control

Documentation to record Compliance with technical requirements.

Survey Plan

Written plan presenting the job survey effort.

Accident Prevention Program Plan

Written plan describing the Contractor's Accident Prevention Program

1.7 NOTICES

1.7.1 Start work.

In all instances, the Contractor shall have not more than thirty (30) calendar days to commence dredging after receiving a mobilization request. Upon receipt of a mobilization request, the Contractor shall notify the Owner's Representative within three (3) calendar days as to the actual dates of (a.) mobilization and (b.) commencement of dredging. Should the Owner's Representative notify the Contractor of a mobilization request associated with an emergency dredging occurrence, the Contractor shall notify the Owner's Representative within twenty-four (24) hours as to the soonest available dates of (a.) mobilization and (b.) commencement of dredging. These dates shall be as near to the emergency mobilization request date as possible. Should the dates provided by the Contractor be deemed inadequate due to impacts on vessel traffic and/or ASPA operations, the Owner's Representative reserves the right to source other dredging options in part or in total as related to the Contract.

1.7.2 Work Hours.

The Contractor shall give advance notice of work hours to the Owner's Representative specifying both the dates and hours of the proposed work. Adequate lighting to facilitate thorough inspection of night operations shall be provided by the Contractor at no additional cost to the Owner.

1.8 GENERAL SAFETY REQUIREMENTS.



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The requirements of this paragraph shall be made part of the Contractor's Accident Prevention Program submittal. The Contractor shall provide specific details of actions proposed to fulfill these requirements.

1.8.1 Accident Prevention Plan.

The Contractor shall prepare an Accident Prevention Plan incorporating safety features and procedures from Engineer Manual EM 385-1-1, (latest edition), entitled "U. S. Army Corps of Engineers - Safety and Health Requirements Manual", which are applicable to all aspects of the Contractor's dredging operations.

1.8.2 Plant Fleeting Area.

The Contractor shall designate a plant fleeting area within which all idle components of plant equipment shall be stored. The area shall be marked by "hazardous area" buoys, properly placed, and marked with reflective tape to give adequate nighttime warning to mariners. In addition to these buoys, a lighted warning sign, as specified in Section 8.A. of EM 385-1-1, shall be prominently displayed on the equipment in the fleeting area. This sign shall be well lighted and have reflective borders. Multiple lengths of floating pipeline may be placed side-by-side within this fleeting area only if protected by a barge at each end and shall not be placed in a manner so as to extend outside the barges. Floating pipeline within this fleeting area, not protected at each end by barges, may be placed in single rows and end-to-end only. The requirement for buoys and a lighted warning sign, as specified above, also applies to this configuration.

1.8.3 Dredge Pipeline Markings (Submerged and Floating).

Pipelines, for the purpose of critical markings, are defined as submerged and floating only. Submerged pipelines are defined as those that rest on, are positioned on, or are anchored to, the water column bottom at all times. Other pipelines are defined as floating for purposes of these markings requirements. These definitions apply whether there is dredge slurry flowing through the pipeline or not. Stored pipeline is covered elsewhere in this Section.

1.8.3.1 Submerged Pipeline Markings.

The location or position of the entire length of submerged pipeline shall be marked with signs, buoys, lights, or flags as required by the U.S. Coast Guard (USCG) and as approved by the Owner's Representative. Signs, buoys, and flags shall be constructed of, or coated with, reflective material that can be detected by marine radar and is easily visible when illuminated by a spotlight beam. The local USCG and U.S. Army Corps of Engineers (USACE) have agreed that the following marking elements are sufficient:

One row of signs, buoys, lights of constant yellow color and of intensity sufficient to be visible for at least one mile on a clear night, flags, or an appropriate combination of these, more or less equally spaced along the submerged pipeline length in sufficient number to define the alignment (length and course) of the pipeline.



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1.8.3.2 Floating Pipeline Markings.

The position of the entire length of floating pipeline, both rubber and metallic, shall be marked with lights as required by the USCG and approved by the Owner's Representative. The local USCG and USACE have agreed that the following marking elements are sufficient and in accordance with 33 CFR 88.15:

a. one row of yellow lights, more or less equally spaced, which:

- (1). flash 50 to 70 times per minute;
- (2). are visible all around the horizon for at least 2 miles on a clear night;
- (3). are not less than 1 meter nor more than 3.5 meters above the water surface;
- (4). are sufficient in number to clearly show the pipeline's alignment (length and course). The lights shall be spaced not more than 10 meters apart where a pipeline crosses a navigable channel (see paragraph below for further lighting requirements of channel crossings).

b. two red lights at each end of the pipeline length, which are:

- (1). visible all around the horizon for at least 2 miles on a clear night;
- (2). stacked 1 meter apart in a vertical line with the lower light at the same distance above the water as the flashing yellow lights along the rest of the pipeline.

1.8.4 Pipelines Crossing Navigable Channels.

At navigable channel crossings, pipelines must be submerged so as to not obstruct channel traffic.

1.8.4.1 Submerged pipeline crossings shall meet the following requirements.

a. The pipeline shall be configured in such a fashion (joints, bends, etc.) that it allows a safe passageway to usual vessel traffic with dimensions equal to or greater than the project channel dimensions (bottom width, side slopes and depth);

b. The pipeline must have two lights at each side of the safe passageway, which are:

- (1). visible all around the horizon for at least 2 miles on a clear night;
- (2). stacked 1 meter apart in a vertical line with the lower light not less than 1 meter nor more than 3.5 meters above the water surface; and
- (3). of red color matching the standard USCG channel marking convention.



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1.8.5 Plant Inspection.

All plant, in use or idle, shall be inspected at least once per shift by the Contractor inspector to assure that buoys, signs, and lights are in place and that all lights are operating properly. The contractor shall keep records identifying inspection personnel and indicating the time of inspection of plant in use and in storage within the fleeting area. An adequate number of reserve batteries and lights shall be stored on the dredge(s) or on other readily accessible plant equipment at all times in order that non-functioning lights can be repaired or replaced.

1.8.6 Public Awareness.

The Contractor shall facilitate public awareness of potential navigation hazards presented by dredge operation and plant storage within the fleeting area by ensuring that announcement of the beginning of work is carried by the local Harbormaster and marine radio. Details provided in the announcement shall include beginning date, work schedule, work location, fleeting area location, and recommended boat operation in the vicinity of work areas. Periodic work updates and/or status announcements shall be made whenever necessary and at least on a monthly basis throughout the term of this contract.

1.9 SPECIAL SAFETY REQUIREMENTS.

The requirements of this paragraph shall be made part of the Contractor's Accident Prevention Program submittal. The Contractor shall provide specific details of actions proposed to fulfill these requirements.

1.9.1 General

As a part of the Accident Prevention Program submittal, the Contractor shall provide documentation of the "indoctrination" safety briefing for the particular job to be performed by each employee.

1.9.2 Accident/Incident Investigation and Reporting.

The Contractor shall designate a specific company officer as the investigating official. The investigating official's name and other pertinent information including company position, qualifications, experience, and training shall be listed in the Contractor's Accident Prevention Program when submitted for approval. All accidents and incidents shall be personally investigated by this official. All accidents and incidents shall be immediately reported to the Designated Owner Representative.

1.10 INSPECTION OF PLANT.

The dredge plant shall be inspected by the Contractor to ensure that all dredging plant required under the contract has been mobilized and is in safe working condition.

1.10.1 Contractor's Obligation to Inspect.

Before any mechanized equipment is placed in service, it shall be inspected and tested by the Contractor



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and certified to be in safe operating condition.

1.10.2 USCG Operator's License

If Dredge (or other marine construction) Plant operation support workboat operators are moving dredge equipment, supplies, personnel, etc. in/at the immediate dredging site, i.e., from one side of the channel to the opposite side, or to/from a shore staging area located not more than approximately ½ mile from the dredge work location/operation and always within sight of the dredge operator, then the work boat operator need not be the holder of a USCG Operator's license. However, if the workboat moves equipment, personnel, supplies, etc., or proceeds "light boat", any significant distance beyond the immediate dredge work location/site, particularly over congested, busy waterways and/or out of sight of the dredge operator, an appropriate licensed operator (must possess a current USCG Operator's License) must be in control of the vessel operation.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 General.

Dredging under this contract shall include removal, transportation, and satisfactory disposal of dredged materials described herein and shown on the contract drawings. Dredging limits shown on the contract drawings were determined based on surveys current during the development of these specifications. These limits may require adjustment based on before-construction surveys.

3.1.2 Required dredging.

The contract prices shall include the cost of performing the work described below and shown on the contract drawings. The owner reserves the right to adjust the dredge depth at any time prior to commencement of dredging at the specific location where the depth is being adjusted.

3.1.3 Allowable Over depth.

The depths shown on the drawings are minimum and maximum depths for dredging. A one-foot overdredge is allowable and is shown as the maximum depth. The contractor shall make every effort to not exceed the overdredge depth in order to eliminate unnecessary material being placed in the disposal site. The Contractor will not be paid for any overdredge beyond what is shown as the maximum depth.

3.1.4 End slope and transition slope dredging.

End slopes and transition slopes are considered to be incidental items and should be included in the appropriate lump sum item. These items shall not be included in the dredge volumes.



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3.1.5 Excessive Dredging.

Material removed from beyond the dredging limits shown on the contract drawings shall be considered excessive dredging and should be held to a minimum in order to avoid the placement of unnecessary excess material into the disposal area. The Contractor will not be paid for excessive dredging beyond the limits shown on the contract drawings.

3.1.6 Dredge Plant Instrumentation.

All dredge plant equipment used under this contract shall be instrumented to monitor precise dredging locations and to describe the dredging sequence completely.

3.2 DISPOSAL OF DREDGED MATERIALS

3.2.1 General requirements.

All excavated material shall be transported to, and disposed of, in the proper disposal area as described below. The Contractor shall develop disposal procedures based on these requirements. Costs associated with the requirements of disposal of dredge materials shall be included in the Bidding Schedule for dredging.

3.2.2 Deposition Plan.

A deposition plan, based on the requirements and limitations specified hereinafter, shall be prepared by the Contractor prior to disposing of any material on this project. The Contractor's disposal plan shall be completely explanatory and shall include all assumptions, statements of fact, computations, and a narrative to fully explain the procedures to be followed during the contract in compliance with the specified method of disposal of dredged material. The Contractor's deposition plan shall address each different disposal situation and include any required monitoring, preparation, or operation and maintenance actions involved. Bids received will be based on using the disposal area described below. The Contractor shall provide The Owner with a copy of the deposition plan prior to disposing of any material on this project.

3.2.3 Plant Equipment Layout.

The Contractor shall be responsible for selection of a method of construction and/or plant equipment layout that will not cause a hazard to existing navigation nor unduly restrict marine traffic.

3.2.4 Dredge Material Disposal Area.

3.2.4.1 Discharge Pipeline Routing.

Dredged materials shall be deposited in the locations shown on the project drawings.



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3.2.4.2 Disposal Area Coordination

The Contractor shall coordinate dredge disposal activities to minimize disruption. The Contractor shall be responsible for managing the placement of the dredged material into the disposal area in accordance with permit requirements.

3.2.5 Misplaced dredged materials.

Any dredged materials deposited at locations other than those designated or approved by the Owner's Representative shall be considered misplaced material and shall not be paid for until the Contractor, at his expense, removes and redeposits such misplaced material where directed. Required removal and redeposit of the misplaced material and any necessary disposal site restoration work shall not be the basis for a time extension or additional compensation under this contract.

3.2.6 Disposal of Debris and Obstructions.

Debris, such as stumps, roots, logs, and any other objects except archeological or historical resources unearthed during dredging operations shall be removed, transported, and satisfactorily disposed of within an upland off-site disposal area secured by the Contractor. Removal and disposal of debris and obstructions shall not be measured separately for payment but shall be considered subsidiary to dredging. Removed debris may be temporarily stored until the upland off-site disposal area has been secured by the Contractor. Debris disposal areas shall be approved by the Owner's Representative prior to use by the Contractor. All costs associated with the required disposal of debris shall be included in the contract price for dredging in the Bidding Schedule.

3.2.7 Turbidity Monitoring.

The Contractor shall monitor turbidity in the work area throughout the life of the contract to ensure compliance with permit requirements. The Contractor shall furnish a turbidity meter equivalent to the HACH 2100 Portable Turbidimeter for this purpose. Suspension of work resulting from this monitoring shall not be a basis for an increase of the contract price or contract duration.

3.3 REPORTING REQUIREMENTS

The owner may request that the Contractor prepare and submit a Report of Operations and a Contractor's Quality Control (CQC) Report daily. The Contractor may develop his own report formats provided that they incorporate the basic information. The Contractor reports shall be prepared for all dredging work activities.

3.4 DREDGING SURVEYS

3.4.1 General.

As part of this contract, the Contractor shall provide pre- and post-dredge surveys performed by an



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independent, third-party surveyor licensed in the State of Alabama. The purpose of the surveys shall be to verify that the contract depths have been reached. In the event that contract depths are not reached the contractor shall coordinate with the surveyor to identify the out of compliance areas and shall correct said areas accordingly. The cost of interim surveys and coordination on areas not meeting depth shall be the responsibility of the Contractor. The Contractor supplied, licensed surveyor shall supply a final stamped survey recording compliance with the contract depths. The surveys shall be completed as dredged areas are completed. Should cargo operations not allow for the third party survey to occur promptly after dredging is complete, ASPA reserves the right to accept the contractor's internal surveys as confirmation that the contract depths have been reached if the independent survey cannot be completed within the allotted downtime free timeframe. This does not alleviate the contractor of the requirements stated in section 3.4.3(a) should the surveys be found in error. All pre- and post- surveys performed and associated data collected as part of the project shall become the property of the Alabama Port Authority. Surveys shall be performed in accordance with the latest standards.

3.4.2 Layout of work.

All surveys for baselines, hydrographic survey ranges, cutting ranges, and other necessary survey work shall be performed by standard survey methods as referenced in the paragraph entitled "Soundings." The Contractor shall furnish all electronic positioning and surveying equipment, stakes, poles, flagging, field books, compact discs, and other survey materials and engineering work required for the layouts. Costs associated with the required layout of work and positioning surveys, and all data compilation and computations shall be included in the Bidding Schedule contract price for dredging.

3.4.3 Quality Control.

The Contractor shall establish and maintain a quality control plan for surveying operations to assure compliance with contractual requirements. The Contractor shall maintain records of quality control qualifications for survey personnel. The owner may elect to receive a copy of the quality control plans and records at any time. These records shall include, but not be limited to, the following requirements:

(a) The contractor must be able to demonstrate the ability to accurately verify via survey that the dredge work is in compliance with the contract requirements. Sole responsibility for accuracy, completeness, and verification of all work performed during execution of this contract shall rest with the Contractor.

(b) All survey work shall be subject to periodic inspection and verification by the Owner, both during and after completion of such work. Should any portion of the surveys be found in error, it shall be the responsibility of the Contractor to correct such error at no cost to the Owner. In the event that dredging operations have proceeded based on erroneous survey information, any necessary redredging shall be done at the Contractor's expense. The Contractor should perform verification calculations on the survey data and calibrations of the survey equipment prior to using that data and equipment for dredging purposes. All verification and calibration calculations shall be the sole responsibility of the Contractor. Presence of the Owner representative at the work site shall not relieve the Contractor of responsibility for providing quality control of the required survey work and shall not relieve the Contractor from the responsibility of taking necessary corrective action should errors be discovered that necessitate



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redredging. The final determination of acceptable and unacceptable dredged sections will be made by the Owner's Representative.

3.5 DREDGE PIPELINE

Installation of the dredge pipeline shall be coordinated with all necessary stakeholders including, but not limited to, the Harbormaster.

Part 4 FINAL EXAMINATION AND ACCEPTANCE

As soon as practical after completion of dredging of the entire work area or any section thereof, the work area will be thoroughly examined by sounding or by sweeping (or both, as determined by the Engineer). Should any shoals, lumps, or other locations, within the project limits, excluding disposal areas, lacking contract depth be disclosed by this examination, the Contractor will be required to remove the same by dragging the bottom or by dredging. The Contractor or his Authorized Representative will be notified when soundings and/or sweepings are to be made. When an area is found to be in a satisfactory condition, it will be accepted finally.

Part 5 Weir Box

It shall be the full responsibility of the Contractor to manage and maintain the weir box throughout the dredging activities. This shall include adding boards as necessary to manage the levels within the disposal site and the effluent discharging from the weir box. The weir box shall be kept clear of debris at all times. The boards on the site are available for use by the contractor.

Part 6 Standby Time

The contractor shall be paid the bid unit price for standby time, also referred to as downtime. Standby time caused by items such as debris, vessel traffic, or moving the dredge's location due to port operations shall be considered outside the Contractor's control and will be paid by the Owner. Relocating from one location to another as part of the normal operation of the project, resetting anchors and pontoons, and maintenance of the dredge are examples of items considered to be within the Contractor's control and will be the Contractor's responsibility.

Closure of the Port due to weather events, USCG mandated closures, or any other event, excluding named storms, causing the Port to shut down shall be deemed out of both the Owner's and Contractor's control. Downtime due to such events shall be split evenly between the Owner and the Contractor.

In the event dredging activities are affected by a named storm, the Contractor shall consider this as demobilization and will not be paid downtime. The Contractor will be required to cease dredging and complete a full demobilization as soon as the Harbormaster declares the Port to be closed due to the named storm. Once the storm passes and the Port is reopened to resume normal operations, the Contractor shall complete a mobilization to return and continue dredging operations. The Contractor will



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be compensated for the additional demobilization and mobilization that occur due to a named storm.

The Contractor shall submit a daily log of the downtime from the previous day.

Part 7 Payment

The owner shall pay the Contractor a unit price amount for the work performed. The estimated quantities listed on the schedule of prices are listed as information only. The Contractor shall review the surveys and satisfy themselves as to the conditions and volumes to be encountered.

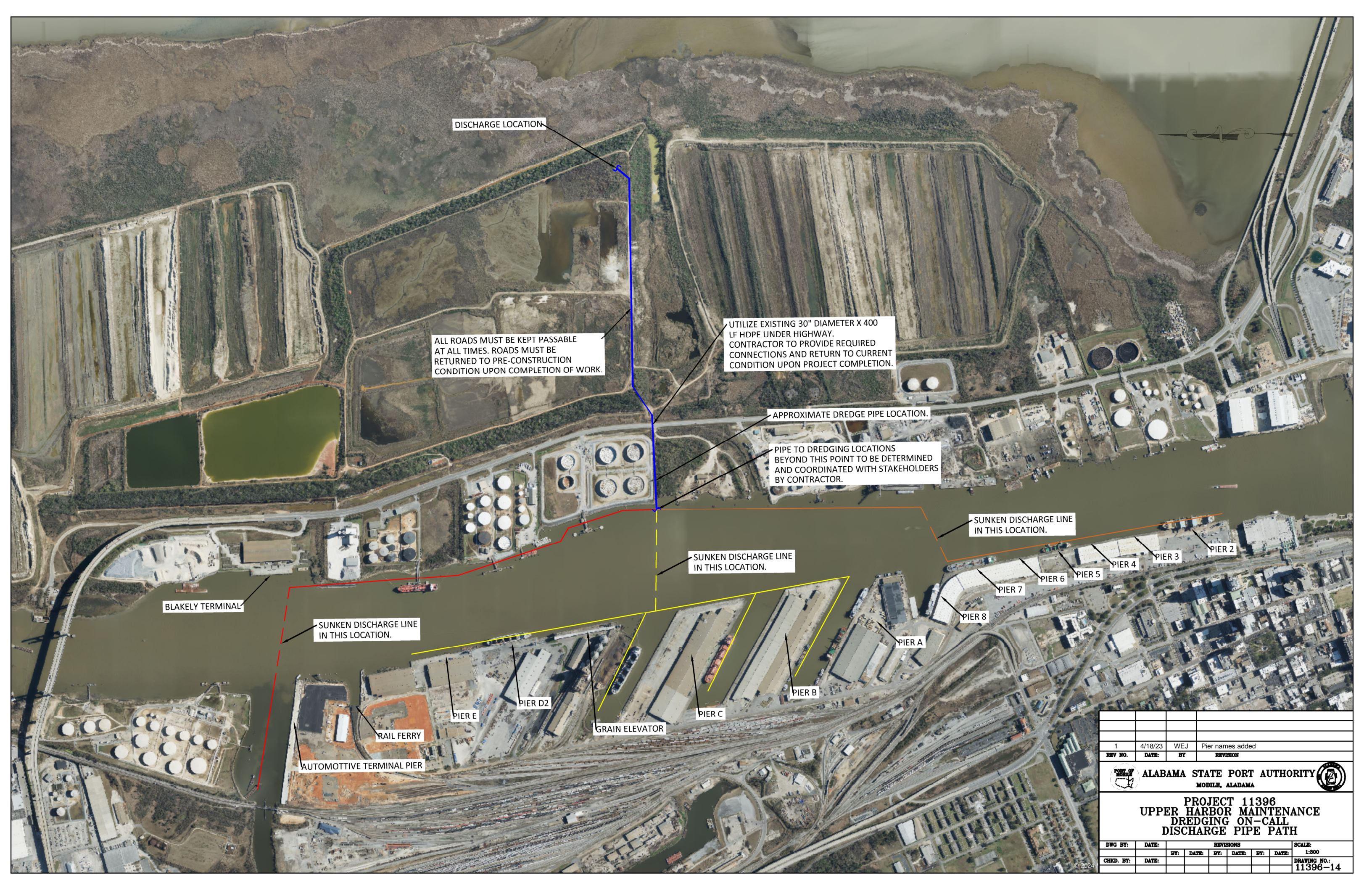
Part 8 REFERENCED DRAWINGS

Referenced drawings are:

- 11396-01, MAIN DOCKS - PIER 2
- 11396-02, MAIN DOCKS - PIERS 3 AND 4
- 11396-03, MAIN DOCKS - PIERS 5 AND 6
- 11396-04, MAIN DOCKS - PIERS 7 AND 8
- 11396-05, MAIN DOCKS - SLIP B
- 11396-06, MAIN DOCKS - SLIP C AND RIVEREND C
- 11396-07, MAIN DOCKS - SLIP D
- 11396-08, MAIN DOCKS - PIER D/GRAIN ELEVATOR
- 11396-09, MAIN DOCKS - PIER D2
- 11396-10, MAIN DOCKS - PIER E
- 11396-11, MAIN DOCKS - RAIL FERRY
- 11396-12, MAIN DOCKS - AUTOMOTIVE TERMINAL
- 11396-13, MAIN DOCKS - BLAKELEY TERMINAL
- 11396-14, DISCHARGE PIPE PATH – REV 1

- END OF SECTION –

DRAWINGS



DISCHARGE LOCATION

ALL ROADS MUST BE KEPT PASSABLE AT ALL TIMES. ROADS MUST BE RETURNED TO PRE-CONSTRUCTION CONDITION UPON COMPLETION OF WORK.

UTILIZE EXISTING 30" DIAMETER X 400 LF HDPE UNDER HIGHWAY. CONTRACTOR TO PROVIDE REQUIRED CONNECTIONS AND RETURN TO CURRENT CONDITION UPON PROJECT COMPLETION.

APPROXIMATE DREDGE PIPE LOCATION.

PIPE TO DREDGING LOCATIONS BEYOND THIS POINT TO BE DETERMINED AND COORDINATED WITH STAKEHOLDERS BY CONTRACTOR.

SUNKEN DISCHARGE LINE IN THIS LOCATION.

SUNKEN DISCHARGE LINE IN THIS LOCATION.

SUNKEN DISCHARGE LINE IN THIS LOCATION.

BLAKELY TERMINAL

RAIL FERRY

AUTOMOTTIVE TERMINAL PIER

PIER E

PIER D2

GRAIN ELEVATOR

PIER C

PIER B

PIER A

PIER 8

PIER 7

PIER 6

PIER 5

PIER 4

PIER 3

PIER 2

1	4/18/23	WEJ	Pier names added
REV NO.	DATE	BY	REVISION

ALABAMA STATE PORT AUTHORITY
MOBILE, ALABAMA

**PROJECT 11396
UPPER HARBOR MAINTENANCE
DREDGING ON-CALL
DISCHARGE PIPE PATH**

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