

**CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY
KANAWHA COUNTY, WEST VIRGINIA**

YEAGER AIRPORT JET BRIDGE REPLACEMENT

ADDENDUM #3

May 27, 2021

THRASHER PROJECT #060-10003.00

TO WHOM IT MAY CONCERN:

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 6, 2021. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

A. GENERAL

1. The bid opening date has been extended from Tuesday, Thursday, June 3, 2021 at 2:00 PM to **Thursday, June 17, 2021 at 2:00 PM** at the location originally indicated in the Advertisement for Bids.
2. Cut-off for questions is Thursday, June 10, 2021 at 4:00 PM.

B. SPECIFICATIONS

1. None

C. DRAWINGS

1. None

D. QUESTIONS AND RESPONSES

QUESTION

1. TERMS AND CONDITIONS

Requested contract language modifications:

Revise Article 4.5.3, AIA A101 2017 and Article 15.1.6, AIA A201 2007 as follows:

4.5.3 Notwithstanding anything to the contrary in this Contract, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of Section 4.5 because any portion of Section 4.5.1 is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, ~~without limitation, consequential damages.~~

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES Except to the extent covered by the valid and collectible insurance required respectively to be carried by Contractor or Owner under Article 11 or otherwise in the Contract Documents, the Contractor and Owner waive all claims against each other for consequential damages arising out of or relating to this Contract; provided, however, that in no event shall this mutual waiver be deemed to preclude (i) ~~an award of liquidated damages recoverable under the Agreement;~~ (ii) the use of diminished income stream [or rents] in the calculation of "diminution of value" of the Work, in the event the Owner exercises its right under Section 12.3 to reduce the Contract Sum by an appropriate amount; or (iii) the obligation of the Contractor to reimburse the Owner for any fines from governmental entities or additional costs and expenses for the Architect or other consultants, or separate contractors, arising out of any act or omission of the Contractor.

RESPONSE

The requested revisions to Section 4.5.3 and Section 15.1.6 are rejected.

QUESTION

2. We request that Article 3.18, AIA A201 2007 be the governing indemnification clause and take precedent over any other applicable indemnity terms in the Agreement.

RESPONSE

This is acceptable.

QUESTION

3. Please strike “with counsel approved by the Owner” from Article 3.18.1, AIA A201 2007.

RESPONSE

This is acceptable.

QUESTION

4. Please add the following as Article 3.18.8 to AIA A201 2007:
3.18.8 Notwithstanding anything herein to the contrary and without limiting Contractor’s obligations as to repair or replacement of defective parts and to indemnify Owner with respect to patent infringement claims, in no event shall Contractor’s total aggregate liability exceed the value of this Agreement.

RESPONSE

This request is rejected.

QUESTION

5. We ask that you please revise the Insurance requirements as noted below:
AIA A201-2007
- Article 11.1.1 – Add “subject to the terms, conditions, and exclusions of Contractor’s said policies” to the end of the last sentence of the Article.
 - Article 11.1.3 – Please strike “evidencing continuation of liability coverage” five lines down in Article 11.1.3. We do not need to submit this at the end of the project if the certificate is still valid. We will provide them certificate annually upon our policy renewals through the continuing operations period.

RESPONSE

The request for modification of Article 11.1.1 is rejected. As to the request concerning Article 11.1.3, the CWVRAA rejects the requested revision but offers to modify that section as follows: “If liability coverage, including coverage for completed operations, has not changed since prior to commencement of Work or since the last renewal or replacement of such coverage, the Owner may be provided written notice of that. If, however, such coverage has changed since commencement of the Work or after any renewal, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2.”

QUESTION**6. Supplementary General Conditions**

- Article 11.1.2(A)(4) – Please note that contractual liability is not a separate policy, it is included under JBT’s GL policy.
- Article 11.1.2(A)(5) – As our limits of liability adequately address this we will not carry a separate protective liability policy.
- Article 11.2.4 – Our property policy has a higher deductible but would be required here would not fall under such policy regardless. For “works” coverage this is provided under our Cargo insurance policy under “Installation.” Please note, the deductible is still greater than \$1,000.

RESPONSE

This is acceptable.

QUESTION**7. GENERAL**

Is Buy American a requirement on this project?

RESPONSE

No.

QUESTION**8. PASSENGER BOARDING BRIDGE - SECTION 060-10003.00**

Rotunda C. Rotunda Bearing: The rotunda bearing shall employ a flanged, bronze bearing to support vertical loads. A separate bronze sleeve bearing shall also be used; together the bronze sleeve bearing and bronze flanged bearing shall support and prevent overturning of the bridge.

We request approval to use a turret bearing for the rotunda connection to the column in lieu of a bronze sleeve. This is our standard design and the bearing is designed to last the lifetime of the bridge.

RESPONSE

We will accept manufacturer’s standard.

QUESTION

8. Rotunda e. PBB mechanical stops: The rotunda frame shall be equipped with rubber bumper mechanical stops to prevent over-retraction of the telescoping tunnel sections.

ThyssenKrupp does not use rubber bumpers on the rotunda for retraction. We have a limit for slow down then another limit for stopping the bridge before the mechanical stop. If either of these limits fail, then we have an ultimate limit that cuts power to bridge. This stops the bridge before the mechanical stops are engaged.

RESPONSE

We will accept manufacturer's standard.

QUESTION

9. Aircraft Closure a. & b.:

a. Each side of the aircraft closure shall be independently power actuated to raise and lower the canopy and seal against aircraft contours. b. Pressure sensitive switches shall be incorporated into the closure mechanism to prevent excessive pressure to the aircraft.

We kindly request an exception to the requirement for independent activation of the right/left sides of the canopy. TKAS uses a specially-designed canopy deployment mechanism that precludes the possibility of applying excessive force to the aircraft fuselage. Self-contained struts limit the maximum pressure applied to the aircraft, this also makes a pressure sensor unnecessary. The struts provide sufficient pressure to extend the canopy and maintain a complete seal with the aircraft fuselage without applying additional contact pressure. Each side lowers independently and stops automatically when contact is made with the aircraft. In addition, a strap is used to control lowering and to raise the canopy.

RESPONSE

We will accept manufacturer's standard.

QUESTION

10. Horizontal Drive iii): A steer angle of 200° shall be possible both in place and in motion. The wheel carriage shall steer 110° to the left and 90° to the right of the centered position. Steering speed shall be adjustable between 16° and 42° per second. The steering rate shall be factory set at a maximum 23° per second. The horizontal drive wheel system shall be equipped with the mechanical stops to prevent over steer. A wheel position potentiometer shall monitor rotational alignment with the bridge and provide operational steering limits before the mechanical hard stops are contacted. Wheel bogey position shall be indicated on the touch screen at the operator's console.

We request an exception to providing mechanical stops on the wheel bogie. We install a switch-controlled wheel stop to prevent the wheel bogie from turning more than 90 degrees in either direction. As a back up to the wheel stop we install a second, "ultimate limit switch." If the wheel stop fails to stop wheel bogie movement, the "ultimate limit switch" will turn off all power to the bridge and the wheel bogie. NOTE: If the wheel bogie were to turn more than 90 degrees in any direction, no damage to the unit would occur.

RESPONSE

We will accept manufacturer's standard.

QUESTION

11. Telescoping Tunnels: The roof surface shall incorporate a ¾ inch(19mm) crown to promote water damage.
We request approval of our standard, flat-panel roof tunnel construction. We use galvanized sheet metal panels for the roof to create a flat roof design. This prevents water build-up and allows any rainfall to run off on the slope of the bridge. The flat roof design also includes rain diverters to help eliminate water on the roof.

RESPONSE

We will accept manufacturer's standard.

QUESTION

12. Other Equipment Tunnel mounted ice scrapers for roller tracks.
Our bridges do not require the periodic tunnel roller adjustments like those of others. Because of this, our rollers are set at fixed points to the angle and do not move out of adjustment during use. Since the rollers are fixed with respect to the angle, any ice that forms along the angle is sheared off by the roller as it passes along. We have stopped using ice scrapers in all projects in the US and Canada 10 years ago, and have not had any problems with ice. For this reason, we request leaving the ice scrapers off if the rollers are fixed.

RESPONSE

We will accept manufacturer's standard.

QUESTION

13. Finish Coat - Sherwin-Williams Paint System: One single color finish coat of Sherwin-Williams Polane S Plus aliphatic, high solids, catalyzed, pigmented Polyurethane shall be applied over the primer coat at a dry film thickness of 2-3 mils (50-75 microns). The color shall be customer specified. The total exterior finish system shall provide a minimum dry film thickness of 8 mils (200 microns).
Q. Our standard HEMPEL paint system has a similar preparation and coating as the requested XXX system. We believe that this not only meets, but exceeds, the requested system, Our Hempel paint system also includes a 10 year warranty. Please accept our standard.

RESPONSE

We will accept manufacturer's standard.

QUESTION

14. F. Adjustable cab floor: The maximum slope of the cab floor shall be limited to plus or minus 6.5 degrees (11.4%).
Q. The specifications require the articulating cab floor to be adjustable up to 11.4%. ADA requirements as well as the specification "Design Criteria" section only allow a slope of up to 8.33%. The rotunda slopes are adjustable up to 10% in the very rare occasion the boarding bridge needs to be over sloped. We request

exception to the ACF needing to be adjustable up to 11.4% due to the extreme slope this would put the floor at. We request to keep the ACF adjustable up to +/- 10%.

RESPONSE

We will accept manufacturer's standard.

QUESTION

15. Interior Finishes and Lighting b. Aluminum corner moldings shall be used to support and provide a finished appearance to the ends of the ceiling planks and cover the top edges of the wall panels. The molding shall be black in color. TKAS uses bright aluminum/silver to match the Hat Trim. We kindly request allowance of our standard bright aluminum molding.

RESPONSE

We will accept manufacturer's standard.

QUESTION

15. Subfloors: The subfloor in the cab and bubble area shall be aluminum in the cab and bubble areas. We use formed galvanized sheet metal panels in the cab and bubble areas as well as in the PBB Tunnels. We kindly request allowance of our standard galvanized panels in the cab area as well.

RESPONSE

We will accept manufacturer's standard.

QUESTION

16. Power Requirements/Characteristics a. PBB shall operate with a power supply of 3-Phase, 600 Volts +/- 5%, 60 HZ with separate ground (4 wired). The 600 Volt power requirement is a Canadian standard and 480 Volt is the U.S. standard. We kindly request allowance of the U.S. 480 Volt power requirement.

RESPONSE

See Addendum #2 Question #9.

QUESTION

17. Power Requirements/Characteristics h. electrical The PBB shall be listed in the United States and Canada by ETL, a Nationally Recognized Testing Laboratory (NRTL) for compliance with UL 325 Third Edition & CSA/C22.2-2471992: We use the QGLA UL listing that complies with the Passenger Boarding Bridges and request acceptance of the QGLA UL listing.

RESPONSE

We will accept manufacturer's standard.

E. CLARIFICATIONS

1. None

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Thursday, June 17, 2021 at Central West Virginia Regional Airport, Charleston, WV. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Joe Sinclair, AIA
Project Manager

