



Alabama State Port Authority
Requisition and Proposal

Project Name 2019 Amphibious Excavator Work at Pinto Dredge Material Management Area (DMMA)

PN # 10632 Task # 3

To: **Prospective Bidders**

Date: February 2019

Please procure the following and deliver to the address below:

Delivery of Proposal Alabama State Port Authority (ASPA) Locations identified below in NOTES #1	Delivery of Work Pinto Terminal (Mobile, AL)
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Description of Work

This requisition solicits proposals to provide one amphibious excavator to perform work within the Dredge Material Management Area (DMMA) at Pinto Terminal for the Alabama State Port Authority (ASPA). The work performed under this service contract may vary but will predominantly consist of activities such as excavating dredged material, constructing levees and dikes, and constructing trenches to facilitate drainage. Work will be performed under the direction of an ASPA Representative. Work will be in accordance with the requirements stated herein, attached Scope of Work Specifications, applicable State of Alabama Laws, attached insurance requirements, and all referenced documents.

The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary to complete the work as indicated in the contract documents. The work described shall be performed between April and June 2019 during any consecutive nine (9) week period including mobilization and demobilization. The project will include work at the Pinto Terminal DMMA located in Mobile, Alabama (see attached site map).

A pre-bid meeting is **NOT REQUIRED** but is highly recommended for all intending to bid. A pre-bid meeting can be scheduled by contacting Wesley Jackson, Project Manager, at (251) 441-7253 or wjackson@asdd.com. Since a pre-bid meeting is not required, please contact the project manager with a notification of your intent to bid. No obligation to bid is implied by this notification.

All contractors submitting bids are to carefully examine the site of the proposed work by appointment only and thoroughly review the contract requirements prior to submission of a bid proposal. Each bidder shall satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of the proposed contract. The submission of a proposal shall be proof that the bidding Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract. All bidding Contractors must hold a current license from the State Licensing Board for General Contractors, Montgomery, Alabama with the classification being H/RR: Heavy & Railroad Construction, H/RR-S: Heavy & Railroad Construction – Earthwork, or H/RR-S: Heavy & Railroad Construction – Dredging, Levees, and Dikes.

This contract will be for providing labor, equipment, fuel, supervision, and all items necessary to complete the work as described in the contract documents. This contract shall be effective beginning 10 days after the issuance of the "Notice to Proceed."



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Description of Work continued

The work performed under this contract shall not commence until the Contractor has submitted a performance bond, labor and material bond, and insurance in an acceptable form. The work will have to be scheduled and performed in a manner that will not interfere with operations of the facility ongoing in the immediate and adjacent areas. The ASPA intent is that work will consist of 10 hour days, Monday through Friday, during normal daylight hours.

The Contractor shall comply with all Federal and State laws, local ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work.

The Contractor shall place a competent superintendent on the Project who shall have experience in the work being performed under the Contract. The assigned superintendent shall have the responsibility for the day-to-day operations of the work and shall remain on the Project site while the work under the Contract is being performed.

The Contractor shall have 75 calendar days in order to complete the project in which no rain days shall be considered. The Contractor shall pay liquidated damages in the amount of one hundred dollars per day (\$100/day) for each day over the 75 calendar days.

IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES: Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“the Act”) requires that any business entity contracting with or providing any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. All Bidders must certify such compliance by executing the enclosed “Certificate of Compliance” and returning it to the Alabama State Port Authority with your bid package. In addition, the bidding company shall submit with their bid evidence that the company is enrolled in the E-Verify system. The following E-Verify website link is provided for convenience: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

*The following applies to work performed in a secure area of the Alabama State Port Authority. The Pinto Terminal (DMMA) is **NOT** a secured area of ASPA.*

IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

All individuals doing any work on this project, including operators, supervisors, maintenance personnel, providing fuel, truck drivers, etc., must have a TWIC Card, ASPA Badge, and an ASPA Vehicle Decal with no exceptions. For information, ASPA’s access policy is provided on the ASPA website and in the links below.

http://www.asdd.com/portaccess_policy.html

http://www.asdd.com/portaccess_twicregs.html

http://www.asdd.com/portaccess_securitytraining.html



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Contractor's Proposal			
The Contractor hereby agrees to provide specified equipment and perform the specified work for the prices outlined in the following schedule. The quantities listed may be increased or decreased during project execution. In the event the quantities do change, the unit price shall apply according to scope of work.			
Description	Est Qty	Unit Price	Value
1. Bonds and Insurance	LS	LS	\$ _____
2. Mobilization/Demobilization to/from Mobile, Alabama	LS	LS	\$ _____
3. Provide On-site Supervisor	410 HR	\$ _____/HR	\$ _____
4. Furnish and Operate Amphibious Excavator (in accordance with specifications)	410 HR	\$ _____/HR	\$ _____
TOTAL BID			\$ _____



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NOTES:

1. 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 2:00 p.m. on Thursday, March 7, 2019. Sealed bid proposals can also be hand delivered from 1:45 p.m. to 2:00 p.m. on Thursday, March 7, 2019 to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor – Killian Room, Mobile, AL. The official bid opening will be conducted in the Killian Room at 2:00 p.m. on Thursday, March 7, 2019. No faxed or electronic bids will be accepted. **Sealed bids shall have the bidder's name, contractor's license number, project name, and time and date of bid opening shown on the outside.**
2. A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five (5%) percent of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.
3. Authority reserves the right to refuse to issue a proposal form or a contract to a prospective bidder for any of the following reasons:
 - a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contract in force with the Authority.
 - b) Contractor default under previous Contract with the Authority.
 - c) Proposal withdrawal or Bid Bond forfeiture on previous project with the Authority.
 - d) Unsatisfactory work on previous contract with the Authority.
4. Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as the ASPA may request. The ASPA reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the Contract.
5. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, the ASPA reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
6. Award of this contract does not obligate the ASPA to any minimum or maximum quantities.
7. Conditional bids will not be accepted.
8. Contract Termination:
 - The Owner may terminate the Contract, or any portion thereof, for just cause by written notice to the Contractor.
 - When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed or started. No claims for loss of anticipated profits shall be considered.
9. Any questions regarding the procurement should be directed to Wesley Jackson, project manager, at phone number (251) 441-7253 or email wjackson@asdd.com.



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SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Contractor's Signature:

Contractor Company _____

Name	Title	Date
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Signature of Party Originating Requisition:

Wesley E. Jackson
Project Manager

Date



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Scope of Work Specifications

Project shall include the following:

1. Contractor shall provide bid, performance, and labor and material bonds for this project. Bonds will be renewed yearly upon renewal of contract.
2. Contractor shall provide labor, materials, equipment, insurance, supervision and all items necessary to execute work efficiently and safely as outlined in contract documents.
3. Work shall be in accordance with the requirements stated herein and all referenced documents and drawings.
4. The amphibious excavator requirements are as follows:
 - o Minimum 60 feet boom reach
 - o Minimum 1.2 cubic yard bucket – Struck (or water level) Volume MeasureNote: The contractor will be required to submit a drawing of the buckets to be used as well as a schematic of the excavator(s) for approval. Alternatively, the contractor may provide testing in the field to prove the excavator meets the requirements at the cost of the contractor.

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Scope of Work Specifications

5. The amphibious excavator(s) are to be furnished on an hourly rental basis complete with experienced operator, fuel, room and board, insurance, and all other associated operating costs. Compensation rate is to be based on equipment operating hours. The normal work week will consist of five 10-hour days less a mandatory 30 minute shutdown each day for lunch.
6. Work will consist of working as directed by the assigned ASPA Representative but typically will consist of activities such as excavating dredged material, constructing levees and dikes, and constructing trenches to facilitate drainage within the Pinto Terminal DMMA.
7. The operator shall have a minimum 1,000 hours experience working in the specified manner. The contractor will be responsible for providing documentation that each operator is qualified.
8. At the request of ASPA, the contractor shall provide an on-site supervisor. The on-site supervisor will be responsible for communicating work directions given by the ASPA Representative to the operator(s) and verifying those directions are carried out.
9. The contractor shall be compensated for the on-site supervisor for the hours that the machine was working during the day but not more than 10 hours per day. The supervisor shall be required to be on-site while excavators are working.
10. The on-site supervisor shall have worked as a supervisor on a previous projects. The contractor will be required to provide such documentation.
11. The ASPA reserves the right to dismiss the operator and/or supervisor from the job site if the work does not meet ASPA quality or production expectations. The Contractor shall be solely responsible for the replacement of the operator and/or supervisor at no additional expense to the ASPA.



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12. Time for fueling or maintenance shall not be included in the compensated hours for a day.
13. The excavator on site shall be required to be a minimum of 85% efficient (i.e. work 42.5 hours per week) or a penalty of \$250.00 will be incurred on the weeks as compensation for the penalized machine.
14. The quantities shown on the contractor's proposal are estimates only. ASPA reserves the right to increase or decrease the quantities as needed.
15. Contractor shall clean work site upon completion of construction.

Referenced Documents

- Insurance Requirements for Contract Work
- Site Map
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

ALABAMA STATE PORT AUTHORITY
INSURANCE REQUIREMENTS FOR CONTRACT WORK

INDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), and its officers and employees 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.

INSURANCE REQUIREMENTS

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 ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

General Requirements (applicable to all policies)

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. 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 ASD and to the insured. Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as Primary and Non-contributory Additional Insureds in connection with work performed for, on behalf of, or on the property of ASD.

General Liability (Required)

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Automobile Liability(Required)

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Workers Compensation (Required)

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 Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

Alabama State Port Authority

Pinto Terminal Site & Dredge Material Management Area (DMMA)

30°40'12.37"N 88° 1'37.65"W

DREDGE MATERIAL
MANAGEMENT AREA (DMMA)

PINTO TERMINAL



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.

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