



**Alabama State Port Authority**  
**Requisition and Proposal**

**Project Name** 801 Locomotive Repower

**Project #** 10672 **Task #** 1

**To:** Prospective Bidders

**Date:** April 29, 2020

Please procure the following and deliver to the address below:

Hand Delivery of Proposal:

Terminal Railway  
Attn: Darrell Lynd  
126 Industrial Canal Road East  
Mobile, AL 36610

Courier Delivery of Proposal:

Terminal Railway  
Attn: Darrell Lynd  
126 Industrial Canal Road East  
Mobile, AL 36610

**Description of Work**

This Requisition solicits Proposals to repower a locomotive for the Alabama State Port Authority (ASPA) Terminal Railway (TASD). The project will require repowering a 1980 GM EMD MP-15DC switcher locomotive with a single engine 1500 or greater BHP Tier IV switch duty cycle diesel engine that is certified to meet the applicable EPA emissions standards as published in the federal code for the engine model year in which the eligible freight switcher mitigation action occurs. Work will be in accordance with the requirements stated herein, attached Construction Specifications, and applicable State of Alabama Laws.

The work consists principally of providing Bonds, labor, materials, equipment, insurance, and supervision necessary for repowering a 1980 GM EMD MP-15 1500 BHP diesel-electric switcher locomotive to 1500 or greater BHP Tier IV switch duty cycle diesel engine that is certified to meet the applicable EPA emissions standards as published in the federal code for the engine model year in which the eligible freight switcher mitigation action occurs. The existing MP-15 locomotive is located at the ASPA TASD Yard Office in Mobile, Alabama.

All Contractors submitting Bids are to carefully examine the Construction Specifications for the proposed work and thoroughly review the Contract requirements prior to submission of a Bid Proposal. Prospective bidders must notify D.W. Lynd [dlynd@asdd.com](mailto:dlynd@asdd.com) of their desire to bid and submit any questions before **May 14<sup>th</sup> 2020 at 10 a.m.** Name of contact, name of company, physical address, and contact information must be included. 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 notification of a desire to bid 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.

The work performed under their Contract shall not commence until the Contractor has submitted a Certificate of Insurance. Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.

**Description of Work continued**



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The work performed under their Contract shall not commence until the Contractor has submitted an acceptable Certificate of Insurance pursuant to the requirements contained herein.

The Contractor will be required to complete the work under the Contract within Three-hundred (300) calendar days after delivery of the locomotive to the repowering facility. Work will start not later than ten (10) calendar days after receipt of Notice to Proceed and delivery of the locomotive to the repowering facility.

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.

Time is an essential element of the Contract. As the prosecution of the work will inconvenience the operations of the T ASD and interfere with business and would be an issue with federal funding assistance requirements, it is important that the work be pressed vigorously to completion. Also, the cost to the ASPA of the administration of the Contract, supervision, inspection and project management will be increased as the time occupied in the work is lengthened. Therefore, exclusive of Sundays and national holidays, for each day that the work remains incomplete after the maximum time specified of three-hundred (300) calendar days from date of delivery or for each day beyond the Final Operational Inspection and Pre-Shipment Assessment as stipulated herein, an amount of \$500.00/day, not to exceed 10% of the total contract price, shall be paid by the Contractor to the ASPA as liquidated damages for the loss sustained by the State of Alabama because of failure of the Contractor to complete the work within the specified time.

### **Instructions to Bidders**

#### **1. ADDENDA AND INTERPRETATIONS**

All questions about the meaning or intent of the Bid Proposal shall be submitted to [dlynd@asdd.com](mailto:dlynd@asdd.com) in writing. Replies will be issued by Addenda emailed or delivered to all parties recorded as having a desire to bid on this project. All Addenda so issued shall become part of the Bid Proposal. Only questions answered by formal written Addenda inclusive of email will be binding. Oral interpretations or clarifications will be without legal effect.

#### **2. SUBMISSION OF PROPOSALS**

Before submitting their Proposal, the Contractor shall comply with and submit the following:

- (a) The Proposal 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 interlineation, alteration, or erasure, and must be notarized.



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### **Instructions to Bidders continued**

- (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 ASPA.
- (d) Non-resident (out of state) Contractors shall attach all items included in Number 4 below.
- (e) Execute the Non-Collusion Affidavit and have it notarized.

One copy of Item (a) through (e) should be placed in a sealed envelope with the Bidder's name, the Project Name, and the time and date of the Bid opening, all shown on the outside of the sealed envelope.

### **3. FAILURE TO EXECUTE CONTRACT**

The Bidder further agrees that, in case of failure on their part to execute the Contract and required Bonds within 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 their Bid and the monies payable thereon shall be paid into the funds of the ASPA (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.

### **4. NON-RESIDENT (OUT-OF-STATE) CONTRACTORS**

Preference shall be given to resident Contractors, and non-resident Bidders domiciled in a state having laws granting preference to local Contractors shall be awarded Alabama public Contracts the same as Alabama Contractors Bidding under similar circumstances; and resident Contractors in Alabama are to be granted preference over non-residents in awarding of Contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident.

Non-resident Bidders must accompany any written Bid documents with a written opinion of any attorney at law licensed to practice law in such non-resident Bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose Principal places of business are in that state in the letting of any or all public Contracts.

### **5. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the OWNER, and their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any



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### **Instructions to Bidders continued**

negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person.

In any and all claims against the OWNER, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification under their paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, or other employee benefits acts.

Insurance requirements are attached hereto and made a part hereof by reference.

### **6. NOTICE TO PROCEED**

The Notice to Proceed shall state the date on which it is expected the Contractor will begin the construction and from which date Contract time will be charged. If no such date is stated in the Notice to Proceed, Contract time will start on the date the Notice to Proceed is issued. The Contractor shall begin the work to be performed under the Contract within 10 calendar days of the date set in the written Notice to Proceed, but in any event the Contractor shall notify the TASD at least 24 hours in advance of the time actual construction operations will begin. The work performed under their Contract shall not commence until the Contractor has submitted an acceptable Certificate of Insurance pursuant to the requirements contained herein.

### **7. AUTHORITY AND DUTIES OF INSPECTORS**

Inspectors employed by the OWNER shall be authorized to inspect work done at any time and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are authorized to revoke, alter, or waive any provision of the Contract. Inspectors are authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the OWNER are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the Contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the TASD for their decision.

All materials and each part or detail of the work shall be subject to review by the TASD. The TASD shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.



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### **Instructions to Bidders continued**

#### **8. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

All work which does not conform to the requirements of the Contract and Construction Specifications will be considered unacceptable, unless otherwise determined acceptable by the OWNER.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner to the OWNER.

Work done contrary to the instructions of the Project Manager, work done beyond the Construction Specifications or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract and may be ordered removed or replaced at the Contractor's expense by OWNER.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of their subsection, the Project Manager will have authority to cause unacceptable work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs (incurred by the OWNER) from any monies due or to become due the Contractor.

#### **9. FINAL OPERATIONAL INSPECTION AND PRE-SHIPMENT ASSESSMENT**

Upon written notice to the ASPA Project Manager at least ten (10) business days prior to the Contractor's presumptive completion of the entire repower project, or at the time that the repowered locomotive is deemed ready for shipment by the Contractor back to the T ASD, the Contractor's Project Manager, MR, Subcontractor's supervisor (if applicable), and the ASPA Project Manager shall jointly conduct a Final Operational Inspection and Pre-Shipment Assessment of the repowered locomotive. If all the repowering work provided for and contemplated by the Contract is found to be completed in accordance with the Contract, the ASPA R & P, and the 801 Locomotive Repower Specifications, the ASPA Project Manager shall notify the Contractor verbally during said inspection and in writing (same day) of the ASPA's pre-shipment acceptance of the repowered locomotive as of the date of the Final Operational Inspection and Pre-Shipment Assessment.

If however, the Final Operational Inspection and Pre-Shipment Assessment discloses any work in whole or in part as being unsatisfactory and/or unauthorized, the ASPA Project Manager will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and expeditiously execute such instructions in a satisfactory manner. Upon correction of the work, the parties heretofore stated will verify that the additional work has been satisfactorily completed, and the ASPA will notify the Contractor verbally during said verification and in writing (same day) of the ASPA's pre-shipment acceptance as of the date of the above stated verification.



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Should the above stated verification disclose any work previously cited in whole or in part as still being unsatisfactory and/or unauthorized, the ASPA Project Manager will give the Contractor verbal notice at the conclusion of said verification and in writing (same day) that liquidated damages as stipulated herein will commence to accrue on the day following the above stated unsatisfactory verification and will continue to accrue until such time that the unsatisfactory work has been verified complete.

### **10. FINAL ACCEPTANCE**

Upon due notice from the Contractor of presumptive completion of the entire project, the Project Manager and OWNER will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract and Construction Specifications, such inspection shall constitute the Final Inspection. The Project Manager shall notify the Contractor in writing of final acceptance as of the date of the Final Inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Project Manager will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the Final Inspection, provided the work has been satisfactorily completed. In such event, the OWNER will make the final acceptance and notify the Contractor in writing of their acceptance as of the date of Final Inspection.

### **11. NO WAIVER OF LEGAL RIGHTS**

Upon completion of the work, the OWNER will expeditiously make Final Inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the OWNER from correcting any measurement, estimate or certificate made before or after completion of the work, nor shall the OWNER be precluded or stopped from recovering from the Contractor or their Surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the Contract. A waiver on the part of the OWNER of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the OWNER for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under any warranty or guaranty.

### **12. ENVIRONMENTAL PROTECTION**

The Contractor shall comply with all Federal, State and local environmental laws and regulations. Contractor shall take necessary precautions while performing the work under their Contract to prevent pollution to the environment.



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**13. PORT ACCESS**

*The following applies to work performed in a secure area of the Alabama State Port Authority (ASPA).*

All construction vehicles, employees, and supplier delivery trucks working on their project will be required to obtain port access credentials. Their will consist of vehicle decals and personnel identification badges (Transportation Worker Identification Credentials and ASPA identification badge). Supplier delivery trucks are not required to have the vehicle decal but the driver and passengers are required to have TWIC and the ASPA Identification Badge. The vehicle decal cost is \$25.00. In order to obtain the ASPA Identification Badge, the person must have in possession a TWIC card and will also be required to attend a 1-hour security awareness training class. The non-refundable fee for ASPA Identification Badge is \$25.00 to cover the costs of the background check, training, and processing. The procedure and cost for obtaining TWIC are separate and information can be obtained at [www.tsa.gov/twic](http://www.tsa.gov/twic).

Individuals without proper credentials may enter ASPA facilities by utilizing an ASPA approved escort service as side by side companion. The following transportation and guard services have been authorized by ASPA to provide escort service:

Alabama Line Services	251-661-2105	Dockside Transportation Inc.	251-438-2362
Albert’s Transportation Service	251-432-1611	MO-BAY Shipping Services Inc.	251-433-1621
CPS/Eagle Maritime Security	251-433-7850	Seaport Security Services	251-443-7390

**14. IMPORTANT NOTICE TO PROSPECTIVE 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 approving any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. Alabama’s new law requires business entities conducting business with the state to register with E-Verify.

E-Verify is an Internet-based system that allows an employer to determine the eligibility of that employee to work in the United States. The E-Verify system is operated by the Department of Homeland Security in partnership with the Social Security Administration. E-Verify is available in Spanish. For more information about this system, please log on to

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm) All Prospective Bidders must certify such compliance by executing and notarizing the enclosed Affidavit and include it in with the sealed competitive Bid Proposal. Additionally, the attached State of Alabama Disclosure Statement must be completed in its entirety, notarized, and included with the sealed competitive Bid Proposal.

**15. WRITTEN NOTICES**

Except where prohibited by Alabama law or required under the provisions of the Contract, all references contained herein and in the GenSet Locomotive Repower Specifications for “written notice(s)”, shall for expedience sake, be made via email by and between the ASPA Project Manager and the Contractor’s Project Manager. All such emails shall completely fulfill any required “written notice(s)” less and except as stated herein.

**Contractor’s Proposal**

The Contractor hereby agrees to provide parts, labor, certification, and perform the previously specified





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work for the prices outlined in the following schedule.				
Description	Est. Qty.	UOM	Unit Price	Value
1. Project Bonds and Insurance.	Lump Sum	All	Lump Sum	\$
2. Shipment of locomotive to (50%) / from (50%) repowering facility.	Lump Sum	All	Lump Sum	\$
3. Repower one (1) 1980 GM EMD MP-15 locomotive with one (1) single engine 1500 horsepower diesel engine stipulated in the Construction Specifications.	1.0	1.0		\$
TOTAL BID				\$

**NOTES:**

1. Sealed, notarized Bid Proposal packets will be received via courier to the Terminal Railway, 126 Industrial Canal Road East, Mobile, AL 36610 by 8:45 AM on **May 21, 2020**. Sealed Bid Proposals can also be hand delivered from 9:00 AM to 10:00 AM on **May 21, 2020** to the Terminal Railway, 126 Industrial Canal Road East, Mobile, AL 36610. All bids must be in a sealed envelope and marked sealed bid do not open until 10:00 AM on **May 21, 2020**. **No faxed or electronic Bids will be accepted.** Bids will be opened in the Diesel shop second floor offices at 126 Industrial Canal Road East, Mobile, AL 36610 on **May 21, 2020** at 10:00 A.M.
2. All prospective bidders must express a desire to bid in writing before **May 14, 2020, at 10:00 AM CDST** to dlynd@asdd.com. Name of contact, name of company, physical address, and contact information must be included.
3. A Bid Bond or Certified Check made payable to the ASPA and equal to five (5%) percent of the amount Bid, not to exceed \$10,000, must accompany the Bid Proposal.
4. The ASPA 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 ASPA.
  - b) Contractor default under previous Contract with the ASPA.
  - c) Proposal withdrawal or Bid Bond forfeiture on previous project with the ASPA.
  - d) Unsatisfactory work on previous Contract with the ASPA.
4. The ASPA 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 their 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 ASPA that such Bidder is properly qualified to carry out the obligations of the Contract.





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**NOTES continued:**

- 6. Bidder agrees that he will commence the work within the time allotted by the Bid Proposal with an adequate force, plant, and equipment and that the work will be completed within the time schedule of 300 calendar days from the date of delivery.
- 7. Any questions regarding the procurement should be directed to Megan Amacker, 251-441-7261, [mamacker@asdd.com](mailto:mamacker@asdd.com).
- 8. The right is reserved, as the interest of the ASPA may require, to reject any and all Bids, and to waive informalities in Bids received.

**SIGNATURES**

Receipt of the following addendums is acknowledged:

Addendum No(s): \_\_, \_\_, \_\_, \_\_

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**Contractor's Signature**

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**Contractor Company**

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**Print Name**

**Print Title**

**Date**



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STATE of ( \_\_\_\_\_ )  
( \_\_\_\_\_ )  
COUNTY of ( \_\_\_\_\_ )

I, the undersigned Notary Public, in and for said county, and in said state, hereby certify that

\_\_\_\_\_ NAME OF \_\_\_\_\_, \_\_\_\_\_ of

\_\_\_\_\_, a

OFFICER OR AGENT, TITLE OF OFFICER OR AGENT NAME OF CORPORATION ACKNOWLEDGING

\_\_\_\_\_ corporation, on behalf of the corporation, who is known to me,  
STATE OR PLACE OF INCORPORATION

acknowledged before me on their day that being informed of the contents of the instrument, he/she  
executed the same voluntarily as an authorized representative of the corporation.

Given under my hand and official seal their \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_



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Signature of Party Originating Requisition:

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Megan Amacker  
Grants Administrator  
Alabama State Port Authority

Date: April 29, 2020

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Cliff Melton  
General Manager  
Alabama State Port Authority- Terminal Railway

Date: April 29, 2020

Approved by:

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Robert C. Harris, Jr., P.E.  
V.P., Technical Services  
Alabama State Port Authority

Date: April 29, 2020



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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 TASD 801 LOCOMOTIVE REPOWER in Mobile, Alabama, Project No. 10672 Task 1.

**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 their 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 their 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 their 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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NON-COLLUSION AFFIDAVIT  
(Must be signed, notarized and submitted with Bid.)

The undersigned Officer and/or Agent, being duly sworn, on oath says that they have not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by them, entered into any combination, collusion, or agreement with any employee of the Alabama State Port Authority, the State of Alabama, or representative thereof, relative to the price to be Bid by anyone at such letting, nor to prevent any person from Bidding nor to induce anyone to refrain from Bidding, and that their Bid is made without reference to any other Bid and without any agreement, understanding, or combination with any other person in reference to such Bidding. Officer and/or Agent further swears, on oath, that no person or persons, firms or corporation has, have, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of being awarded the TASD Locomotive Repower Contract, other than the compensation clearly defined and awarded in said Contract for said Contract work only.

Officer and/or Agent: \_\_\_\_\_  
SIGNATURE

For: \_\_\_\_\_  
PRINT COMPANY/FIRM/CORPORATION FULL NAME

\_\_\_\_\_  
PRINT SIGNATOR'S NAME PRINT SIGNATOR'S TITLE PRINT DATE

STATE of ( \_\_\_\_\_ )

COUNTY of ( \_\_\_\_\_ )

I, the undersigned Notary Public, in and for said county, and in said state, hereby certify that \_\_\_\_\_  
NAME OF  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a  
OFFICER OR AGENT, TITLE OF OFFICER OR AGENT NAME OF CORPORATION ACKNOWLEDGING

\_\_\_\_\_ corporation, on behalf of the corporation, who is known to me,  
STATE OR PLACE OF INCORPORATION  
acknowledged before me on their day that being informed of the contents of the instrument, he/she executed the same voluntarily as an authorized representative of the corporation.



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Given under my hand and official seal their \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**40-01 INDEMNIFICATION**

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

**40-02 CONTRACTOR COVERAGE**

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

**40-03 COMMERCIAL GENERAL LIABILITY – Required for this project**

The Contractor shall take out and maintain during the life of the Contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverage, in an amount not less than **\$2,000,000** for any one occurrence for bodily injury, including death, and property damage liability. Policy shall include endorsement identifying the Owner and Engineer as Primary and Non-contributory Additional Insureds as respects the Contractor's work for the Owner, to the extent required by written Contract, including a waiver of all rights of subrogation.

**40-04 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY – Not required**

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

**40-05 BUSINESS AUTOMOBILE LIABILITY – Required for this project**

The Contractor shall take out and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired vehicles in an amount not less than **\$1,000,000** for any



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one occurrence for bodily injury, including death, and property damage liability. The Owner and Engineer shall be identified as Additional Insureds, to the extent required by written Contract.

### **40-06 WORKERS COMPENSATION – Required for this project**

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

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

### **40-07 OCEAN MARINE COVERAGE – Not Required for this project**

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

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

### **40-08 RAILROAD PROTECTIVE LIABILITY – Required for this project**

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

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

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

### **40-09 BUILDER'S RISK or INSTALLATION FLOATER – Not Required for this Project**

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





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

**40-10 PROFESSIONAL LIABILITY COVERAGE – Not Required for this project**

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

**40-11 PROOF OF CARRIAGE OF INSURANCE**

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

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

(Rev. 1/26/06)



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