



Alabama State Port Authority
Requisition and Proposal

Project Name MLBT-Erosion and Fence Improvement

Project # 10656 Task # 1

To: **Prospective Bidders**

Date: August 2019

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u> Alabama State Port Authority Location identified below in Notes No. 1</p>	<p><u>Delivery of Purchase or Performance of Work:</u> Alabama State Port Authority Main Docks, Berth 7 Mobile, AL</p>
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Description of Work
<p>This Requisition solicits proposals to construct a rip rap revetment and repair a section of chain link fence at the Alabama State Port Authority (ASPA) Marine Liquid Bulk Terminal (MLBT) in Theodore, Alabama. The project includes, but is not limited to, the removal of damaged material, placing and compacting fill material, and the construction of a new reinforced concrete slab. Work will be in accordance with the requirements stated herein, attached Scope of Work Specifications, referenced documents and drawings, attached insurance documents, and applicable State and Federal Laws.</p> <p>The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for the work as indicated in the contract documents. The project site is located at the Alabama State Port Authority's Marine Liquid Bulk Terminal (MLBT) in Theodore, Alabama.</p> <p><u>A Pre-Bid Meeting is Scheduled for Wednesday, August 14, 2019, at 10:00 a.m. (CST) at the Marine Liquid Bulk Terminal (MLBT) located at 7811 Rangeline Road in Theodore, Alabama. Bidder attendance is MANDATORY. An escort will be required due to the added security requirements of the MLBT property. Please notify Wesley Jackson at wjackson@asdd.com by no later than 5:00 p.m. (CST) on Monday, August 12, 2019 with your intentions to attend the pre-bid meeting. Also include in the email if you possess a current ASPA badge (with or without MLBT clearance) and/or a TWIC card.</u></p> <p>All Contractors submitting bids are to carefully examine the site of the proposed work 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. On bids of \$50,000 or more, the bidding Contractor must hold a current license from the State Licensing Board for General Contractors, Montgomery, Alabama with one of the following classifications: H/RR: Heavy & Railroad Construction, H/RR-S: Marine Construction, H/RR-S: Earthwork, or H/RR-S: Dredging, Levees, and Dikes.</p> <p>The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond, Labor & Material Bond, and acceptable Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; Labor & Material Bond equal to 100% of the contract price; and Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.</p> <p>The Contractor will be required to complete the work under the Contract within 21 calendar days after receipt of a "Notice to Proceed". The work will have to be scheduled and performed in a manner that will not interfere with operations of the facility and ongoing construction activities operating in the immediate</p>



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Description of Work (continued)

and adjacent areas. Work shall start no later than 10 calendar days after receipt of the "Notice to Proceed". ASPA's intent is that work hours will be during normal day light 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, safety and security of the work and project site. The assigned superintendent shall remain on the Project site while the work under the Contract is being performed.

Time is an essential element in the contract. As the prosecution of the work will inconvenience the tenant and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Alabama State Port Authority of the administration of the contract, supervision, inspection and engineering 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 time specified, an amount of \$300.00 shall be paid by the Contractor to the Alabama State Port Authority as liquidated damages for the loss sustained by the State because of failure of the Contractor to complete the work within the specified time.

IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

Successful bidders requiring access to the Alabama State Port Authority's Restricted Facilities to fulfill any obligations set forth in this bid must comply fully with the Authority's Access Policy found in its entirety at http://www.asdd.com/portaccess_policy.html. The Port Authority's Access Policy requires all persons permanently employed at the port, including ASPA staff, tenants, and their employees, surveyors, agents, stevedores, longshoremen, chaplains, contract labor and persons requesting temporary access to the port, including delivery persons, vendors, contractors, and temporary workers to obtain and display an ASPA issued photo ID badge or visitor badge at all times when accessing or working on port property. In order to obtain an ASPA credential, applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on the TWIC can be found at http://www.asdd.com/portaccess_twicregs.html. Information on Security Awareness Training classes and scheduling can be found at http://www.asdd.com/portaccess_securitytraining.html. ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO REVIEW THESE POLICIES AND CONSIDER THESE REQUIREMENTS IN PREPARING BID SUBMISSIONS. **The successful Contractor and all requiring access to the MLBT that do not currently possess MLBT security clearance through the ASPA Badge Office shall be required to do so before work is to commence. Security clearance for the MLBT is denoted on ASPA badges with a red box around the badge holder's name.**

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 Affidavit and returning it to the Alabama State Port



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Authority with your bid package. The Affidavit must be notarized. The following E-Verify website link is provided for convenience: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

Contractor's Proposal

The Contractor hereby agrees to perform 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. **ONLY THE TOTAL BID WILL BE CONSIDERED FOR AWARD.**

EROSION AND FENCE IMPROVEMENT

Description	Est Qty	UoM	Unit Price	Value
1. Project Bonds	1	LS	LS	\$_____
2. Insurance	1	LS	LS	\$_____
3. Mob/Demob including Port Access Credentials	1	LS	LS	\$_____
4. 16 oz. Geotextile	175	SY	\$_____/SY	\$_____
5. Construction of Rip Rap Revetment	225	T	\$_____/T	\$_____
6. Removal and Disposal of Old Chain Link Security Fence	60	FT	\$_____/FT	\$_____
7. Installation of New Chain Link Security Fence	60	FT	\$_____/FT	\$_____
TOTAL BID				\$_____
BID ADDITIVE				
8. Standby Time	24	HR	\$_____/HR	\$_____

NOTES:

1. Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 by 1:00 p.m. on Wednesday, August 21, 2019. Sealed bid proposals can also be hand delivered to the Killian Room fifteen (15) minutes prior to the official bid opening which will be at 2:00 p.m. Wednesday, August 21, 2019 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor—Killian Room, Mobile, AL. No faxed or electronic bids will be accepted.
2. Bid proposals must be submitted in sealed envelopes with the words "**Bid Document Enclosed**" clearly marked on the outside of the envelope. The sealed enveloped shall also have **the bidder's name, contractor's license number, project name, time and date of bid opening shown on the outside.**
3. A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five percent (5%) 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.



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- c) Proposal withdrawal or Bid Bond forfeiture on previous project with the ASPA.
 - d) Unsatisfactory work on previous contract with the ASPA.
 - e) Lack of competency, adequate machinery, personnel, and other equipment for performing the project.
5. 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 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 ASPA that such bidder is properly qualified to carry out the obligations of the Contract.
 6. Any questions regarding all technical aspects of the project should be emailed to Wesley Jackson at wjackson@asdd.com.
 7. 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.

SIGNATURES

Receipt of following addendums is acknowledged:

- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____

Contractor's Signature: _____

Contractor Company _____

Name	Title	Date

Signature of Party Originating Requisition:

_____ 8/2/19
 Wesley Jackson, EI Date
 Project Manager



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SCOPE OF WORK

Project shall include the following:

1. The Contractor shall provide bid, performance, and labor and materials bonds for this project.
2. The Contractor shall provide labor, materials, equipment, and supervision necessary to execute work efficiently and safely as outlined in contract documents.
3. Work shall be in accordance with the requirements stated herein and in all referenced documents and drawings.

Note: It is the responsibility of the contractor to ensure that all referenced drawings and documents have been obtained with this document. No interpretation shall be made for differing specifications or statements. Please ask for clarification.

4. The Contractor shall place filter fabric as indicated in the drawings. All Filter fabric shall be 16 ounces per square yard (16 oz./yd²) per ASTM D5261; have a grab tensile of 380 pounds (380 lbs.) per ASTM D4632; and have a grab elongation of 50 percent (50%) per ASTM D4632. Acceptable distributors include, but are not limited to, US Fabrics, GEI Works, and Pro Fabric Supply.
5. The Contractor shall place rip rap as indicated in the drawings. All rip rap shall be Class II, limestone, with no more than 10% of the stone having a diameter greater than sixteen (16) inches; no more than 50% of the stone having a diameter less than twelve (12) inches; and no more than 10% of the stone h a diameter of less than six (6) inches. All stones shall be well graded and have a mass range between 10 to 15 pounds (lbs.) Control of the gradation of the riprap will be by visual inspection either at the source or the project site at the Engineer's option.
6. The Contractor shall install the new chain link security fence parallel to the new revetment and extend ten (10) foot minimum beyond the new revetment. The Contractor is expected to clear/cut any and all brush/trees necessary for the fence installation. The fence shall be galvanized zinc, nine (9) gauge, two inch (2 in.) mesh, and six feet (6 ft.) tall. Posts shall be placed ten foot (10 ft.) on center and encased in fast-setting concrete below grade for longevity and stability. The top of the fence shall have three (3) stands of barbed wire attached to forty-five degree (45°) arms at each post that extend outward from the property.
7. The Contractor shall allow sufficient space for ship traffic to the north of the project site. The location where the work is to be performed is not an active cargo handling area but ship traffic is to be expected. The Contractor's attention is directed to the fact that cargo handling operations take priority over construction activity. There will be cargo handling activity in the general vicinity of the work area, therefore close coordination with MLBT management and the ASPA is required.
8. In addition to the Contractor maintaining a clean and orderly work area during the duration of the project, the Contractor shall clean the work site upon completion of construction.

Referenced Drawings

1. ASPA Drawing No. 10656-01
2. ASPA Drawing No. 10656-02
3. ASPA Drawing No. 10656-03

Referenced Documents

1. Insurance Requirements for Contract Work
2. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & 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) (Required for this project)

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, including a waiver of all rights of subrogation.*

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 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 for this project)

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

Ocean Marine (Required for project if watercraft is used)

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 \$1,000,000 for each loss.

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