



Alabama State Port Authority

Specification Booklet

Project Name Marine Liquid Bulk Terminal - 2018 Rehabilitation

Location Theodore, AL

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SP-01 DESCRIPTION OF WORK

The work consists principally of providing bonds, labor, materials, equipment, supervision, insurance and incidentals necessary for rehabilitation to the Terminal structures. This includes replacement of structural and fendering elements, and cleaning and recoating structural components.

SP-02 OWNER PURCHASE OF MATERIALS

The Alabama State Port Authority will not utilize its sales tax exemption status on this project.

SP-03 COMMENCEMENT AND COMPLETION

The Contractor will be required to commence work under this contract in accordance with DIVISION IV GENERAL PROVISIONS Article 90-02 (NOTICE TO PROCEED), to prosecute said work with faithfulness and energy, and to complete the entire project within 180 calendar days after receipt of Notice to Proceed. The time stated for final completion shall include final clean-up of the premises. Failure to complete work on schedule shall initiate liquidated damages, which will be assessed in accordance with the provisions of Paragraph 20-13 (LIQUIDATED DAMAGES) of DIVISION IV, GENERAL PROVISIONS, but in a revised amount of \$1,000 per calendar day.

SP04 QUALIFICATION OF BIDDERS

In addition to the requirements of Article 2001 and 20-03 of Division IV, GENERAL PROVISIONS, the Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

SP05 ACCEPTANCE OR REJECTION OF BIDS

The Authority reserves the right to accept or reject any or all bids and to waive informalities. All bidders must be licensed to operate as contractors in the State of Alabama. Attention of bidders is directed to Chapter 8 of Title 23 of the Code of Alabama, 1975, and Amendments thereto, relating to the licensing of General Contractors. No bid will be accepted from anyone except a qualified Contractor, licensed by the State Licensing Board for General Contractors, with the classification being H/RR; BC; BC-S Site Work; HS; HS-S Earthwork; MU; MU-S Site Work, Grading and Excavation. In addition, nonresidents of the State must show evidence of having qualified with the Secretary of State to do business in Alabama.

SP06 NONRESIDENT (OUTOFSTATE) CONTRACTORS

Preference shall be given to resident contractors, and nonresident 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 nonresidents 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 nonresident.

Nonresident bidders must accompany any written bid documents with a written opinion of any attorney at law licensed to practice law in such nonresident 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.

SP07 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.

SP8 SUPERVISION

The Contractor shall place a competent superintendent on the Project who shall have experience in the type of work being performed under this Contract.

The Owner reserves the right to request changes in supervision for incompetent actions or other reasons of due cause. Once the Contractor is notified in writing of a request to replace the superintendent, he shall do so within five (5) calendar days of such request.

The Contractor's assigned superintendent shall have responsibility for the day-to-day operations of the work and shall be the on-site safety officer responsible for implementation of the Contractor's safety program unless another named person is so assigned.

The assigned superintendent shall remain on the Project site while work under the Contract is being performed. In the superintendent's absence from the site, another named person shall be responsible for all aspects of the work. Notification of the name of the individual shall be filed with the Owner and Engineer. The Contractor shall not reassign a superintendent without the acknowledgement and approval of the Owner.

SP9 CONTRACTOR'S REPRESENTATIVE

A representative of the Contractor shall be on the site at all times work is being conducted as required by paragraph 9001 (SUBLETTING OF CONTRACT) of DIVISION IV. A telephone number should be given to the Engineer where he might contact the Representative after working hours in case of an emergency.

SP10 METHOD OF PAYMENT

Payment will be made in accordance with the provisions of Paragraph 10006 (PARTIAL PAYMENT) of DIVISION IV except that there will be no payment for materials on hand. Paragraph 100-07 (PAYMENT FOR MATERIALS ON HAND) is to be deleted in its entirety.

SP-11 INSURANCE

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 (Required for this project including USLH coverage)

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.

SP-12 TEMPORARY WATER AND ELECTRICAL POWER

The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water of a quality suitable for his use for construction and domestic consumption. At his own expense, he shall install and maintain any necessary water supply connections and piping. However, he shall do so only at such locations and in such workmanship manner as may be authorized by the OWNER. Before final acceptance, temporary connections and piping installations by the Contractor shall be removed in a workmanship manner to the satisfaction of the OWNER.

All electrical current required by the Contractor shall be furnished by the Contractor at his own expense. All temporary connections for electricity shall be subject to the approval of the ENGINEER. The Contractor shall at his own expense, install a meter to determine the amount of current used by him/her and will pay for such electricity at prevailing rates.

SP-13 GUARANTEE

The Contractor shall furnish to the Alabama State Port Authority a **TWO (2) YEAR** written guarantee issued from the date of final acceptance. This guarantee shall cover any defective material or workmanship on the entire project.

SP-14 PROJECT SCHEDULE

The Contractor shall prepare a project schedule showing all items of work necessary to bring the project to completion. The Contractor shall submit a copy of his progress schedule updated weekly to reflect the status of the work. These updates shall be submitted in conjunction with the monthly progress payment request and shall be a requisite for the payment request to be processed.

The Contractor shall coordinate his operations with the operations of the Tenant of the facility, INEOS Phenol. The tenant receives barges at the facility every 96 hours, on average. The Contractor will be required to work around the arrival of these vessels without exception. The Contractor may be allowed to perform some work activities during the transfer of materials to/ from the tenant's vessels, but the particular activities must be approved by the tenant in advance.

Additionally, the Contractor will be required to abide by all of the Tenant's Safety requirements, as the products transferred at this facility are flammable. Hot Work Permits must be applied for and approved by the Tenant prior to performing any such work activities. This will include Burning, Welding, Grinding, and any other activity that could possibly create a fire hazard at the site.

SP-15 PROTECTION OF THE WORK

During the prosecution of the work, there will be times when items of work will not have been completed in their entirety and the Contractor will be required to move his equipment and forces to accommodate the arrival of a vessel of the Tenant's. When such occurs, the Contractor shall provide, at his expense, Temporary Fendering to protect any and all structures left exposed and vulnerable. This is especially critical for the two (2) 40' diameter cells, which the larger vessels engage when breasting at the facility.

SP-16 PORT ACCESS CREDENTIALS

The Marine Liquid Bulk Terminal is a restricted facility in compliance with Maritime Transportation Security Act of 2002 and USCG, 33 CFR, Part 105. Successful bidders 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 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/port_accessecuritytraining.html. ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO REVIEW THESE POLICIES AND CONSIDER THESE REQUIREMENTS IN PREPARING BID SUBMISSIONS.

SP-17 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 (see Section I) and returning it to the Alabama State Port Authority with your bid package as well as proof of the company’s enrollment in the e-verify program. The following E-Verify website link is provided 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.