



Alabama State Port Authority  
*Requisition and Proposal*

Project Name GCI - Berth 7 Concrete Repair

Project # 10524 Task # 1

To: **Prospective Bidders**

Date: June 2018

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 repair a damaged section of reinforced concrete at the Alabama State Port Authority (ASPA) facility. 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 of Alabama Laws.</p> <p>The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for repairing damaged section of reinforced concrete as indicated in the contract documents. The project site is located at the Alabama State Port Authority Main Docks Area Complex and Blakely Terminal in Mobile, Alabama.</p> <p>A Pre-Bid Meeting is Scheduled for Tuesday, June 12, 2018, at 10:00 a.m. at Berth 7 located at the Main Docks. Bidder attendance is MANDATORY.</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, AL, with the classification being BC: Building Construction, BCU4: Building Construction under Four Stories, or H/RR: Heavy/Railroad.</p> <p>The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond, Labor &amp; Material Bond, and acceptable Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; Labor &amp; 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 45 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 or ongoing construction activities</p>



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Description of Work continued

operating in the immediate and adjacent areas. Work will start not later than 10 calendar days after receipt of notice to proceed. ASPA 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 and safety of the work. 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](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](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](http://www.asdd.com/portaccess_securitytraining.html). ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO REVIEW THESE POLICIES AND CONSIDER THESE REQUIREMENTS IN PREPARING BID SUBMISSIONS.

**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 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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).



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**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. The location of Areas 1 and 2 referenced below are shown on the referenced drawings.

**ALTERNATIVE 1: BERTH 7 – CONCRETE REPAIR (AREA 1)**

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. Sawcut perimeter around Area 1. Remove all concrete, rebar, and debris from within the boundary of the designated area.	1	LS	LS	\$ _____
5. Place and compact six (6) inches of ALDOT Type B base material in Area 1 as specified. Includes removal of existing material as specified.	1	LS	LS	\$ _____
6. Install rebar and dowels as specified in the referenced drawings for Area 1.	1	LS	LS	\$ _____
7. Pour new slabs at Area 1. Concrete compressive strength and depth shall be as specified. Includes installing expansion joints.	576	SF	\$ _____	\$ _____
8. Clean work site	1	LS	LS	\$ _____
<b>ALT. 1 TOTAL BID</b>				\$ _____

**ALTERNATIVE 2: BERTH 7 – CONCRETE REPAIR (AREA 1 & 2)**

1. Project Bonds	1	LS	LS	\$ _____
2. Insurance	1	LS	LS	\$ _____
3. Mob/Demob including Port Access Credentials	1	LS	LS	\$ _____
4. Sawcut perimeter around Area 1 & 2. Remove all concrete, rebar, and debris from within the boundary of the designated area.	1	LS	LS	\$ _____
5. Place and compact six (6) inches of ALDOT Type B base material in Area 1 & 2 as specified. Includes removal of existing material as specified.	1	LS	LS	\$ _____
6. Install rebar and dowels as specified in the referenced drawings for Area 1 & 2	1	LS	LS	\$ _____
7. Pour new slabs at Area 1 & 2. Concrete compressive strength and depth shall be as specified. Includes installing expansion joints.	1,152	SF	\$ _____	\$ _____
8. Clean work site	1	LS	LS	\$ _____
<b>ALT. 2 TOTAL BID</b>				\$ _____



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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, Suite 216, Administration Building, Mobile, AL 36602 by 1:00 p.m. on Thursday, June 21, 2018. Sealed bid proposals can also be hand delivered to the Killian Room 15 minutes prior to the official bid opening at 1:30 p.m. on Thursday, June 21, 2018 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> 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 envelope shall also have the bidder’s name, contractor’s license number, project name, and 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. 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.
  - e) Lack of competency and adequate machinery, personnel, plant and other equipment for performing the project.
5. 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 Authority may request. The Authority 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.
6. Any questions regarding the procurement should be directed to Wesley Jackson, Project Manager, at phone number (251) 441-7253.
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.



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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

Signature of Party Originating Requisition:

5/31/18

Wesley Jackson

Date

Project Manager



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**Scope of Work**

**Project shall include the following:**

1. Contractor shall provide bid, performance, and labor and materials bonds for this project.
2. 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 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.

4. Contractor shall allow sufficient space to allow train traffic to the west of the project to access the Dock during construction. Once demolition begins, the work areas shall be protected by barriers. At night, the barriers shall be equipped with flashing warning lights.
5. The location where the work is to be performed are active cargo handling areas. The contractor's attention is directed to the fact that each facility's cargo handling operations takes priority over construction activity. The start date and sequence of construction will be determined by GCI operations management pending dock availability. There will be cargo handling activity in the general vicinity of the work area, therefore close coordination with GCI management and ASPA Engineering is required.
6. Areas of damaged concrete to be removed and replaced as part of this project are shown on the referenced drawings. The areas are labeled Areas 1 and 2. Both areas are located at the Main Dock, Berth 7, and are adjacent to one another. Dimensions and additional details of the work are given in the referenced drawings.
7. Contractor shall sawcut perimeter around the damaged areas. Dimensions of sawcutting shall match the boundaries shown on the referenced drawings. All concrete, rebar, and other debris shall be removed and disposed of off ASPA property.
8. Contractor shall place and compact B-base material in each location. This task shall include the following.
  - a. Remove six (6) inches of subgrade material below bottom of the proposed new slab. Notification shall be given to the project engineer in order to inspect subgrade material after existing material is excavated.
  - b. Place and compact six (6) inches of B-base material in each location.
  - c. The B-base material shall meet the requirements established in the *ALDOT Standard Specifications for Highway Construction* Section 825, Type B for material. The material shall be compacted to 95%. Modified Proctor compaction testing is required at the cost of the contractor to ensure material is compacted as specified. Testing results shall be provided to the project engineer upon completion.



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**Scope of Work (Con't)**

9. Contractor shall install rebar and dowels in accordance with the referenced drawings.
10. Contractor shall place and finish new slabs as indicated in drawings. Slabs shall be 10 inches thick. The concrete is required to have a minimum compressive strength of 4,000 psi at seven (7) days and 5,000 psi at 28 days. The grade shall match the surrounding grade. Areas are to be reopened for normal traffic seven (7) days after the concrete is placed.
11. Joints shall be installed where indicated on plans. Joint sealant material shall be approved by the engineer prior to installation.
12. The contractor is to have the compressive strength of the concrete tested as necessary to ensure the previously specified strengths are met. The testing results shall be provided to the project engineer for approval. The cost of the testing is the responsibility of the contractor.
13. In addition to 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

ASPA Drawing No. 10524-01

ASPA Drawing No. 10524-02

Referenced Documents

Alabama State Port Authority –

Insurance Requirements for Contract Work  
Affidavit and Certificate of Compliance

## **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 (Alabama workers compensation Required for 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).

#### **Railroad Protective Liability (Required for this project if within 50feet of RR)**

Where applicable, the Contractor shall provide a Railroad Protective Liability policy in the name of the Terminal Railway Alabama State Docks in an amount not less than \$2,000,000.

NOTE: In lieu of the RPL policy, the Contractor may cause to be attached to its General Liability Policy standard ISO endorsement, "Contractual Liability - Railroads" (CG 24 17). The railroad must be identified as an Additional Insured. NOTE: "Alabama State Port Authority (ASD)" includes the Alabama State Docks Terminal Railway



**Railroad Protective Liability Insurance Information**

**Alabama State Port Authority**

**Project:** \_\_\_\_\_

Name and Address of Railroad:

Terminal Railway Alabama State Docks  
P. O. Box 1588  
Mobile, AL 36633

Name and Address of Governmental Authority or Contracting Party:

Alabama State Port Authority  
P. O. Box 1588  
Mobile, AL 36633

Limits of Insurance:

Aggregate Limit: \$6,000,000 (\$6 Million)  
Each Occurrence Limit: \$2,000,000 (\$2 Million)

Number of Trains:     Regular Trains Per Day Passing Work Site

Passenger: \_\_\_\_\_  
Freight: \_\_\_\_\_  
Switch Movements: \_\_\_\_\_  
Unscheduled: \_\_\_\_\_

Trains Passing Work Site During Work Hours

Passenger: \_\_\_\_\_  
Freight: \_\_\_\_\_  
Switch Movements: \_\_\_\_\_  
Unscheduled: \_\_\_\_\_

Slow Orders in Effect

10 mph  
\_\_\_\_\_  
\_\_\_\_\_

Number of Tracks at Work Site:     Main Line: \_\_\_\_\_  
  Spur: \_\_\_\_\_  
  Branch: \_\_\_\_\_  
  Train Yard: \_\_\_\_\_

Answers to remaining questions on application for Railroad Protective Liability should be in the Bid Specs/Document.

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