



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

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation

**Project No.** 10943                      **Task No.** 1

**To:** Prospective Bidders

**Date:** July 2021

Please procure the following and deliver to the address below:

<u>Delivery of Proposal:</u> Alabama State Port Authority Location identified below in Notes #1	<u>Delivery of Purchase or Performance of Work:</u> Alabama State Port Authority- McDuffie Terminal Stormwater Containment Facility - Mobile, AL
---	--

**DESCRIPTION OF WORK**

This Requisition solicits proposals for the removal and onsite hauling of coal material from the stormwater containment facility west cell located at McDuffie Terminal. The project includes, but is not limited to, removing coal material and hauling it to a designated location within the McDuffie Terminal. Work will be in accordance with the requirements stated herein; attached Scope of Work, reference drawings, Insurance Requirements; and applicable State of Alabama Laws.

The work consists of providing all bonds, labor, materials, equipment, insurance, and supervision necessary for the safe and effective performance of work as indicated in the contract documents. The project site is located at the ASPA McDuffie Terminal in Mobile, Alabama. All excavated coal material shall be stockpile within McDuffie Terminal for future mechanical separation and reclamation.

A pre-bid meeting is scheduled for Tuesday, July 20<sup>th</sup> at 10:00 a.m. at McDuffie Terminal. All bidders are to meet at the McDuffie Terminal administration gate located at 1901 Ezra Trice Boulevard, Mobile, AL, 36603 ([30°39'43.63"N 88° 2'7.26"W](#)). If you require an escort for the pre-bid meeting or have a technical Request for Information (RFI) please contact Wesley Jackson at (251) 441-7253. In the event that an escort is desired please provide a minimum 24-hour notice. Those escorted are required to have a valid state or federal identification. All vehicles entering McDuffie Terminal are required to have proof of vehicle registration and insurance. **Bidder attendance at the pre-bid meeting is NOT MANDATORY for bidding.** However, all bidders are encouraged to carefully examine the site of the proposed work and to thoroughly review the contract requirements prior to the 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 submittal of said proposal shall be proof that the bidding Contractor has made such examination, is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the proposed Contract. Contractor must hold a current license from the State Licensing Board for General Contractors, Montgomery, AL, with the classification being one or more of the following: (HS) Highways & Streets, (HS-S) Highways and Streets – Earthwork, (H/RR) Heavy / Railroad, (H/RR-S) Heavy / Railroad – Earthwork, (MU) Municipal & Utility, (MU-S) Municipal & Utility, (MU-S) Municipal & Utility – Excavation.

A Guarantee will be required with each bid as follows: At least five (5%) percent of the amount bid, but in no event more than Ten Thousand (\$10,000) Dollars, shall be furnished in the form of a certified check or bid bond payable to the Alabama State Port Authority.



## Alabama State Port Authority *Requisition and Proposal*

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation  
**Project No.** 10943                      **Task No.** 1

2 | Page

A Performance Bond in an amount not less than the sum bid will be required at the signing of the contract and, in addition, a bond in an amount not less than One Hundred percent (100%) of the contract price, insuring payment of all labor and material.

The Contractor will be required to complete work within 30-days after the issuance of the *Notice to Proceed*. Work shall be scheduled and performed in a manner that will not interfere with McDuffie Terminal operations or ongoing construction activities operating in the immediate and adjacent areas. Work shall 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 (i.e. field supervision, safety, coordination/planning, etc.) of the work and 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. In addition, 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 ALABAMA STATE PORT AUTHORITY (ASPA) RESTRICTED FACILITIES:** The Alabama State Port Authority's Access Policy found in its entirety at <http://www.asdd.com/portaccess.html>.

**ALL persons** working on this project are **REQUIRED** to have valid access credentials, with no exception, to include: 1) TWIC Card 2) ASPA Badge 3) ASPA Vehicle Decal (insurance and registration)

**IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:** Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("The Act") requires that any business entity contracting with or providing any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. All Bidders must certify such compliance by executing the enclosed Certificate of Compliance and returning it to the Alabama State Port Authority with your bid package along with proof of the Contractor's enrollment in the E-Verify program. 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).



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

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation

**Project No.** 10943                      **Task No.** 1

**CONTRACTOR PROPOSAL**

The Contractor hereby agrees to perform the specified work for the prices outlined in the following schedule. The quantities listed may be increased or decreased during project execution. In the event the quantities do change, the unit price shall apply according to scope of work.

Description	Est Qty	Unit	Unit Price	Value
1. Project Bonds and Insurance	1	LS	\$ _____	\$ _____
2. Pre-Excavation/Post Excavation Survey (Billable at 50/50%)	1	LS	\$ _____	\$ _____
3. Mobilization/Demobilization (Billable at 60/40%)	1	LS	\$ _____	\$ _____
4. Preparation and Maintenance of Haul Road(s)	1	LS	\$ _____	\$ _____
5. Dewatering the Stormwater Containment Facility West Cell	1	LS	\$ _____	\$ _____
6. Excavation of Coal Material/Hauling and Stockpiling within McDuffie Terminal	35,000	CY	\$ _____/CY	\$ _____
<b>TOTAL BID</b>				<b>\$ _____</b>

**SCOPE OF WORK**

**1. General Requirements**

**A. General**

This project consists of excavating coal material from the stormwater containment facility west cell at the Alabama State Port Authority (ASPA) McDuffie Terminal. Work on this project includes, but is not necessarily limited to, the excavating of coal material from the west containment pond and stockpiling the material at the designated location(s) within McDuffie Terminal.

The work described herein shall consist of furnishing all materials, supplies, equipment, tools, transportation, labor, supervision, and required bonds and insurance necessary or required to perform all the work described herein in a safe and effective manner. The intent of this project is to return the west containment pond to its original capacity.

The specifications stated herein describe the work to be performed by the Contractor and present requirements for certain items in connection with the work. These specifications do not attempt to detail all items entering into the work but are intended to furnish a basis for acceptance of more important items. These specifications shall not abrogate the intent of the project as stated previously.



# Alabama State Port Authority

## Requisition and Proposal

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation

**Project No.** 10943                      **Task No.** 1

4 | Page

### B. Project Plans

- Drawing No. 10943-01 and 10943-02.

### C. Submittals

Contractor shall provide submittals on the following for approval prior to construction:

- Work plan
  - Includes list of equipment to be used on project
  - Proposed methods of project (including dewatering method)
- Project Schedule

### D. Cooperation with Operations

Contractor shall coordinate with McDuffie Terminal Operations and Maintenance Departments as necessary.

### E. Safety

Contractor shall also adhere to all State and Federal rules, regulations, and laws while performing work for the ASPA.

### F. Payment

Final payment shall be invoiced based on the material quantity results of the pre and post excavation surveys. ASPA also reserves the right to have its own survey(s) performed in order to verify material quantities. Any discrepancy between surveys in material shall be averaged for the purpose of final payment.

### G. Retainage

Retainage shall be held at 10% for the first 50% of the contract value in accordance with State Law.

### H. Acceptance

Upon completion of the project, a thorough examination thereof will be made by ASPA at the site of the work. If such work is found to comply fully with the requirements of the contract, it will be accepted, and retainage payment may be requested by the Contractor.

## 2. Project Specific Requirement

### A. Construction Details

- Work shall include the following:
  - The Contractor shall dewater the west cell as necessary to complete work as specified. Upon project commencement, ASPA will divert water into the adjacent sedimentation pond. The Contractor will be responsible for sealing the discharge pipe to keep water from the adjacent pond from back flowing into the west pond. It is noted that the discharge pipe is not watertight.
  - The Contractor shall have a pre-excavation survey conducted of the west stormwater cell with the outside top of slope being the limits of the survey. The survey shall be performed by a third-party professional surveyor licensed in the State of Alabama with good standing. The survey shall be performed in accordance with typical industry standards of practice. The Contractor shall provide to ASPA a signed and sealed copy of the pre-excavation survey upon completion along with digital copies in PDF and DWG format.



## Alabama State Port Authority *Requisition and Proposal*

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation

**Project No.** 10943                      **Task No.** 1

5 | Page

- c. Only after the pre-excavation survey is complete, the Contractor shall excavate approximately 35,000 CY of coal material from the west stormwater cell. The excavated material shall be hauled within McDuffie Terminal.
- d. Special attention is directed to the fact that the material quantity is an estimation and may change upon completion of actual field surveys.
- e. The Contractor shall only excavate down to the coal-soil interface. **The Contractor is strictly prohibited from introducing any contamination into the material being removed from the sedimentation pond.** The Contractor is prohibited from installing haul roads within the sedimentation pond. Contamination is considered anything other than pure coal. Any other materials encountered on top of the coal (i.e. grass, soil, aggregate, etc.) shall be hauled to a separate designated location from the pure coal. Excavation shall cease once the soil bottom is reached.
- f. The Contractor shall have a post-excavation survey performed after all excavation is completed with the outside top of slope being the limits of the survey. The survey shall be performed by a third-party professional surveyor licensed in the State of Alabama with good standing. The survey shall be performed in accordance with typical industry standards of practice. The Contractor shall provide to ASPA a signed and sealed copy of the pre-excavation survey upon completion along with digital copies in PDF and DWG format. **The final excavated yardage figures shall be clearly noted on the drawing.**
- g. The Contractor is responsible for maintaining all haul roads, both dirt and paved, within McDuffie Terminal during the duration of the project. All roads utilized during construction shall be returned to equal or better than preconstruction condition. Material used in the repair or prep of earthen roads shall be sand-clay, AASHTO Classification A-2-4 (0),  $\pm 2\%$  optimal moisture. Material used in the repair of paved roads shall be ALDOT 424-A superpave bituminous concrete wearing surface placed at 220 LB/SY (3/4" max. aggregate size mix, ESAL Range C/D).
- h. The Contractor shall take extra care as to not damage or compromise the integrity of adjacent levees.

### **NOTES:**

1. Sealed bid proposals can be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, AL 36602 by 1:00 p.m. (CST) on Thursday, July 29, 2021. Sealed bid proposals can also be hand delivered from 1:45 p.m. to 2:00 p.m. (CST), on Thursday, July 29, 2021, to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> floor—Killian Room, Mobile, AL. Faxed or electronic submitted bids will not 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 envelopes shall also have **the bidder's name, Contractor license number, project name, and time and date of bid opening shown on the outside. The following items are to be included in the bid package:**



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

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation

**Project No.** 10943                      **Task No.** 1

- a) The completed bid (requisition and proposal) form.
  - b) A bid bond or certified check (see item No. 3 below).
  - c) The completed certificate of compliance along with proof of the bidder’s enrollment in the E-Verify system.
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 Alabama State Port Authority (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 Authority.
    - 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.
    - e) Lack of competency, adequate equipment, and/or personnel for performing the project.
  5. 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 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 ASPA may require, to reject any and all bids and to waive informalities in bids received.

**ATTACHMENTS**

1. Drawing No: 10943-01 and 10943-02.
2. Insurance requirements
3. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

**SIGNATURES**

Receipt of following addendums is acknowledged:

- Addendum No. \_\_\_\_\_
- Addendum No. \_\_\_\_\_
- Addendum No. \_\_\_\_\_
- Addendum No. \_\_\_\_\_
- Addendum No. \_\_\_\_\_

**Contractor’s Signature:** \_\_\_\_\_



## Alabama State Port Authority *Requisition and Proposal*

**Project Name** McDuffie Terminal – Stormwater Containment Facility West Cell Excavation

**Project No.** 10943                      **Task No.** 1

7 | Page

**Contractor Company** \_\_\_\_\_

---

Name	Title	Date
------	-------	------

Signature of Party Originating Requisition:

---

Wesley Jackson, El Project Manager	Date
---------------------------------------	------

## **ALABAMA STATE PORT AUTHORITY** **INSURANCE REQUIREMENTS FOR CONTRACT WORK**

### **INDEMNIFICATION**

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

### **INSURANCE REQUIREMENTS**

The Contractor shall not commence work under the contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

#### **General Requirements (applicable to all policies)**

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent, evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASD and to the insured. **Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as Primary and Non-contributory Additional Insureds in connection with work performed for, on behalf of, or on the property of ASD.**

#### **Commercial General Liability**

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.

#### **Business Automobile Liability**

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**

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).



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



INITIAL STOCKPILE LOCATION

TRUCK ROUTE

WEST STORMWATER POND  
DRAWING 10943-02

MCDUFFIE TERMINAL  
STORMWATER CONTAINMENT SYSTEM  
WEST CELL EXCAVATION - OVERVIEW

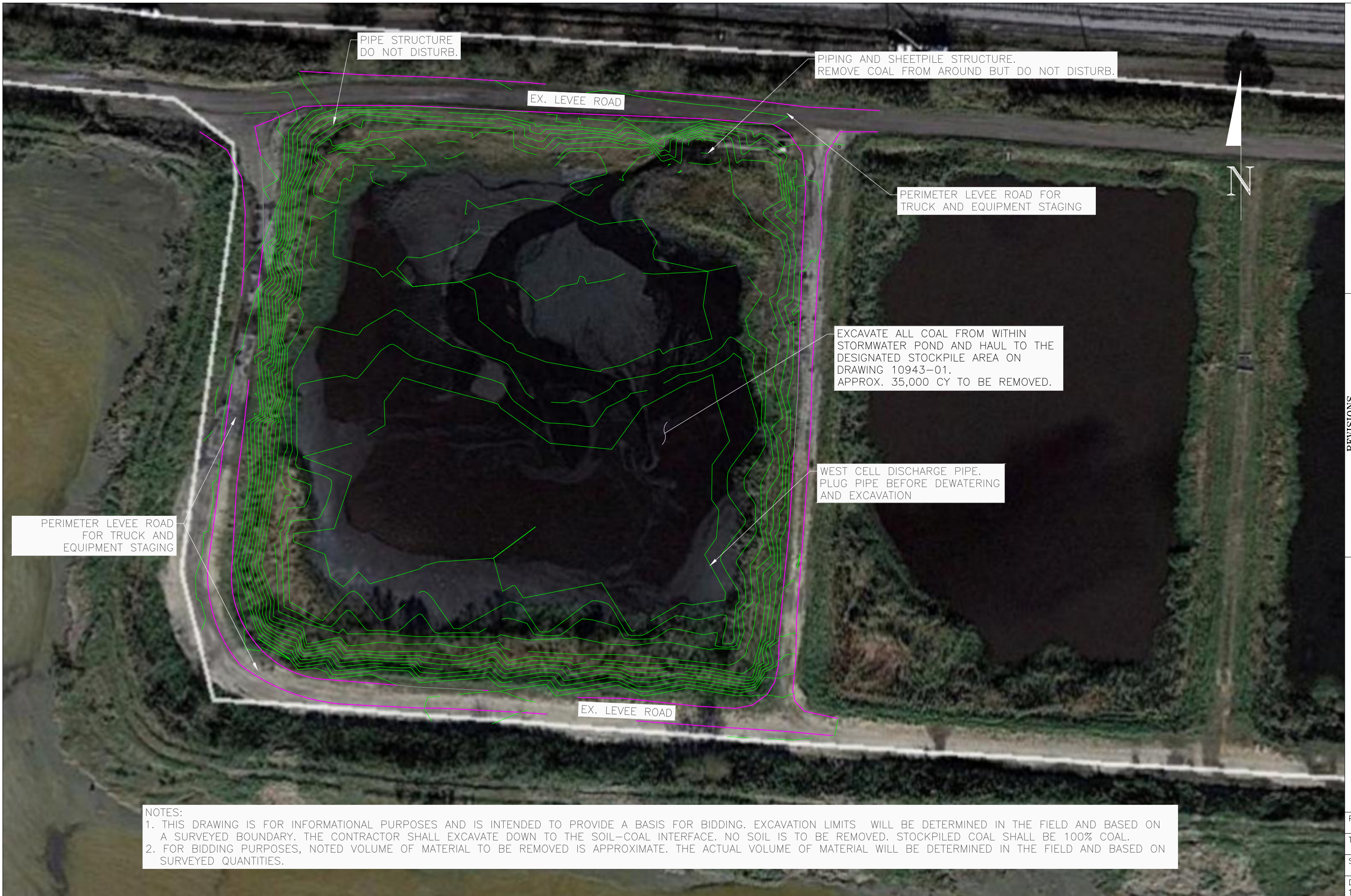
REVISIONS	DESCRIPTION
DATE	



ALABAMA STATE  
PORT AUTHORITY  
MOBILE, ALABAMA



PROJECT NO.:  
10943  
TASK NO.:  
01  
SCALE:  
NTS  
DRAWING NO.:  
10943-01



NOTES:  
 1. THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS INTENDED TO PROVIDE A BASIS FOR BIDDING. EXCAVATION LIMITS WILL BE DETERMINED IN THE FIELD AND BASED ON A SURVEYED BOUNDARY. THE CONTRACTOR SHALL EXCAVATE DOWN TO THE SOIL-COAL INTERFACE. NO SOIL IS TO BE REMOVED. STOCKPILED COAL SHALL BE 100% COAL.  
 2. FOR BIDDING PURPOSES, NOTED VOLUME OF MATERIAL TO BE REMOVED IS APPROXIMATE. THE ACTUAL VOLUME OF MATERIAL WILL BE DETERMINED IN THE FIELD AND BASED ON SURVEYED QUANTITIES.

MCDUFFIE TERMINAL STORMWATER CONTAINMENT SYSTEM WEST CELL EXCAVATION - PLAN	
REVISIONS DATE DESCRIPTION	DATE DESCRIPTION
ALABAMA STATE PORT AUTHORITY MOBILE, ALABAMA	
PROJECT NO.: 10943	
TASK NO.: 01	
SCALE: NTS	
DRAWING NO.: 10943-02	