



Alabama State Port Authority  
*Requisition and Proposal*

Project Name Pinto Terminal – DMMA Weir Box Extension 2020

Project #: 10859 Task #: 01

To: **Prospective Bidders**

Date: December 2020

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u>          Alabama State Port Authority (ASPA)          Location identified below in Note #1</p>	<p><u>Delivery of Performance of Work:</u>          Alabama State Port Authority          Pinto Terminal          Mobile, AL</p>
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**Description of Work**

This Requisition solicits proposals for construction services to furnish and install a height extension to the existing structural steel weir box as specified in the contract documents. The work area is located within the ASPA Pinto Terminal Dredge Material Management Area (DMMA) in Mobile, AL. The work performed will predominantly consist of the fabrication and installation of a 4' height extension to the existing structural steel weir box, fabrication and installation of a ladder to facilitate accessibility to the top of the newly raised weir box from the existing levee, disposal of all removed materials associated with the work and cleanup of the site after all work is complete. All work shall be in accordance with the requirements stated herein, Scope of Work Specifications, Insurance Requirements and applicable State of Alabama and Federal Laws.

The work consists principally of providing bonds, labor, materials, equipment, insurance and supervision necessary for the fabrication, installation and accessibility of the weir box height extension as specified in the contract documents. The work also includes the performance of any necessary modifications to the existing weir box to facilitate the installation of the new extension. All materials, labor, tools, rigging and equipment necessary to perform the work shall be included by the Contractor in the proposal. It is the Contractor's responsibility to field verify all dimensions and site conditions essential for the successful completion of the work. The Contractor is responsible for the disposal of all waste materials associated with the work.

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. The Contractor shall not be entitled to any additional compensation for any work or expense resulting from the neglect of verifying all existing site conditions. All bidding Contractors must hold a current license from the State Licensing Board for General Contractors, Montgomery, AL with the classification of **(H/RR) Heavy/Railroad or (H/RR-S) Dredging, Levees and Dikes.**

An OPTIONAL pre-bid meeting is scheduled for Thursday, December 10, 2020 at 2:00 p.m. at the western entrance to the Pinto Terminal DMMA, just outside the main gate. Port access credentials are not required to attend the pre-bid. Due to ongoing concerns with COVID-19, it is requested that companies keep the number of attendees to a minimum and practice the latest Federal and State COVID- 19 guidelines including social distancing and wearing masks.



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The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond, Labor & Material Bond, and Certificate of Insurance in an acceptable form. Performance Bond and Labor & Material Bonds shall be in an amount equal to 100% of the contract price; Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.

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 will be required to complete the work under the Contract within 30 calendar days after receipt of a "Notice to Proceed". Work will start not later than 10 calendar days after receipt of notice to proceed. Time is essential on this project as all work must be completed before the upcoming dredging cycle commences. The work will have to be scheduled and performed in a manner that will not interfere with operations of the facility or activities operating in the immediate and adjacent areas. ASPA intent is that work hours will be during normal day light hours.

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. It is the responsibility of the Contractor to become familiar with all conditions affecting the nature and manner of the work.

The Contractor will agree to comply with the safety rules, standards and regulations of the Federal Occupational Safety and Health Administration (OSHA) applicable to each of its operations, and to those established and recommended safety standards inherent in the industry; and to comply with U.S. Coast Guard regulations applicable to waterfront facilities and the policies of the Alabama State Port Authority while occupying any property of the Alabama State Port Authority.

The Alabama State Docks is a full time operating facility; operating 24 hours a day, 365 days a year, including nights, weekends and holidays. The successful Contractor will be required to familiarize itself with and conform to all Port safety requirements and procedures.

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 \$500.00 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.

Port Access credentials are not required for this project site, as the work area is outside the limits of the restricted facility.



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**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).



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Contractor's 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 change, the unit price shall apply according to scope of work. All items listed shall be performed in accordance with this requisition and proposal and all referenced documents.				
Description	Est Qty	UOM	Unit Price	Value
1. Project Mobilization/Demobilization	1	LS	LS	\$ _____
2. Bonds, Insurance & Port Access Credentials	1	LS	LS	\$ _____
3. Fabricate and Install 4' height extension to the existing structural steel weir box as specified in this requisition and scope of work specifications.	1	LS	LS	\$ _____
4. Fabricate and Install new levee ladder on back side of weir box extension as specified in this requisition and scope of work specifications.	1	LS	LS	\$ _____
			<b>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 1:30 P.M. on Thursday, December 17, 2020. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 2:00 PM on Thursday, December 17, 2020 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 bids will be accepted after 2:00 P.M. No faxed or electronic bids will be accepted. Conditional 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. Sealed bids shall have **the bidder's name, contractor's license number, project name, and time and date of bid opening shown on the outside of the envelope.**
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, past experience, adequate machinery or lack of personnel.
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. The Owner may terminate the contract, or any portion thereof, for just cause by written notice to the Contractor. If the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed or started. No claims for loss of anticipated profits will be considered.
7. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, ASPA reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
8. Any questions regarding the procurement should be directed to Marcus Coleman, P.E., Project Manager, at phone number (251) 441-7260 or email mcoleman@asdd.com.
9. 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.
10. The cost of all items ancillary to the project shall be absorbed into the cost of the bid items. No separate payment shall be made for these items.



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**SIGNATURES**

Receipt of following addendums is acknowledged:

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

**REFERENCED DOCUMENTS**

- Attached Scope of Work Specifications
- Reference Photos
- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act
- Weir Box Extension Reference Drawing: 10859-01
- Original Weir Box Details Reference Drawings: DA3, DA3a

<b>Contractor’s Signature:</b>		
<b>Contractor Company</b> _____		
_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Date</b>

Signature of Party Originating Requisition:

\_\_\_\_\_ Date  
 Marcus Coleman, P.E.  
 Project Manager



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### **SCOPE OF WORK SPECIFICATIONS**

1. Any detail which may be incomplete or lacking in the requisition and specifications shall not constitute claim for extra compensation. Such detail shall be supplied by the Contractor and submitted to the Project Manager in advance of its requirement on the job. The true intent of the requisition and specifications is to produce a complete and functional system.
2. All materials used in the work, which are not described specifically, shall be of the best quality that is customary to employ in construction of the character involved. The furnished details are not necessarily complete in the description of all items entering into the work, but are intended to furnish a basis for acceptance of the more important items. All details shall be consistent with them.
3. The Contractor shall visit the site to thoroughly familiarize self with all details of the work and working conditions, to completely survey and verify all dimensions in the field, and to advise the Project Manager of any discrepancies.
4. Complete shop drawings showing exact field dimensions shall be submitted to the Project Manager for review before fabrication. The Contractor shall be responsible for all errors of detailing, fabrication, and for correct fitting of all structural steel components.
5. The Contractor must submit a tentative schedule detailing the sequence of events and time frame for project activities. The Contractor's activities shall reflect that facility operations are priority.
6. It is the intent to follow the Requisition and Specifications closely in all details, dimensions, etc., but it is understood that alterations may be required to conform to local conditions and that such alterations must be of the same character of construction as that specified. Workmanship shall be of the best quality in each class of work.
7. The intent of this requisition and scope of work specifications is to raise the height of the existing Pinto Terminal DMMA weir box structure by 4 feet. The weir box structure comprises all attached structural steel components, including internal ladders. The existing wing walls are not included in the scope of work and shall remain as-is.
8. All structural steel shapes shall be ASTM A36 minimum.
9. Grating, handrail, safety gates and walk thru ladders shall be removed and maintained for reuse. Upon completion of the weir box extension, contractor shall reinstall all removed components on new top surface in the same manner as was removed. This work is not a separate pay item.
10. The Contractor shall fabricate an access ladder between the existing levee and top of extended weir box. The ladder shall be steel and be attached to the levee side of the new weir box extension by welding. Shop drawings shall be submitted to the Project Manager for review before fabrication.
11. Weir Box shall be extended by field welding new steel components to the existing weir box. Both internal ladders shall be extended and welded to the existing ladder sections noted to be reused. Welds not specifically noted shall be, at a minimum, half of the thickest part joined or 3/16", whichever is greater. All welds shall be in accordance with the latest AWS specifications.
12. All surfaces of new steel components shall be coated with Bitumastic 300M Coal Tar Epoxy, or approved equal to an average dry film thickness of 16 mils. Surface preparation and coating application shall be in accordance with the manufacturer's recommendations.
13. All exposed surfaces of the existing weir box shall be coated with one field coat of Bitumastic 300M Coal Tar Epoxy, or approved equal. Surface preparation and coating application shall be in accordance with the manufacturer's recommendations.



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Project Vicinity Map





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Project Location Map



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Existing Weir Box Side Elevation – Looking South



Top of Existing Weir Box



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Existing grating, handrails, safety gates and walk thru ladders to be removed & reused

**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 (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).

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 \_\_\_\_\_

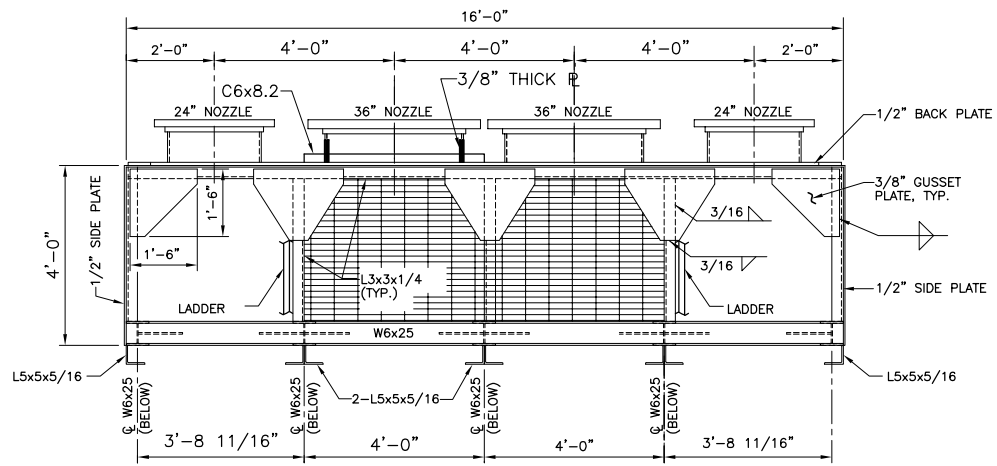
The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

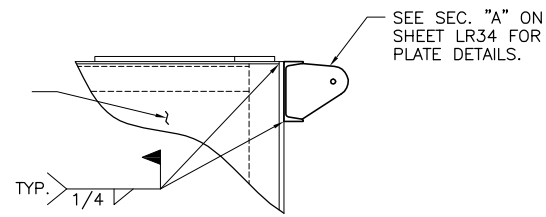




**PLAN**

SCALE: 1/2" = 1'-0"

1" x 3/16" STEEL GRATING SPACED 1 3/16" O.C. TYPE WB AS MANUFACTURED BY IKG BORDEN. GRATING TO BE MANUFACTURED IN FULLY BANDED PIECES NOT-TO-EXCEED 150 LBS. IN TOTAL WEIGHT. GRATING TO HAVE SERATED FINISH. GRATING SHALL BE FASTENED TO STRUCTURAL STEEL WITH MECHANICAL CLAMPS, TYPICAL.

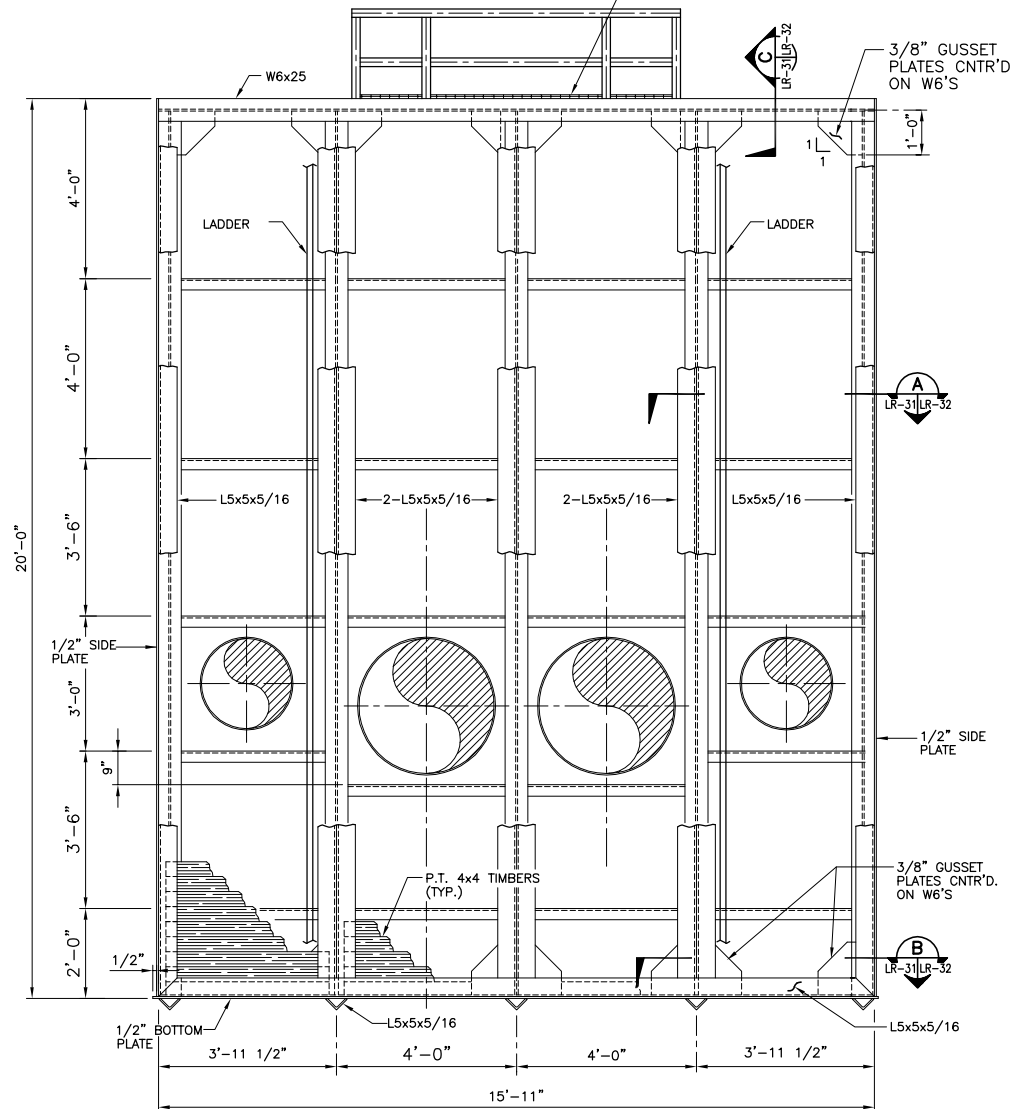


**DETAIL**

SCALE: 3/16" = 1'-0" LR31/LR31

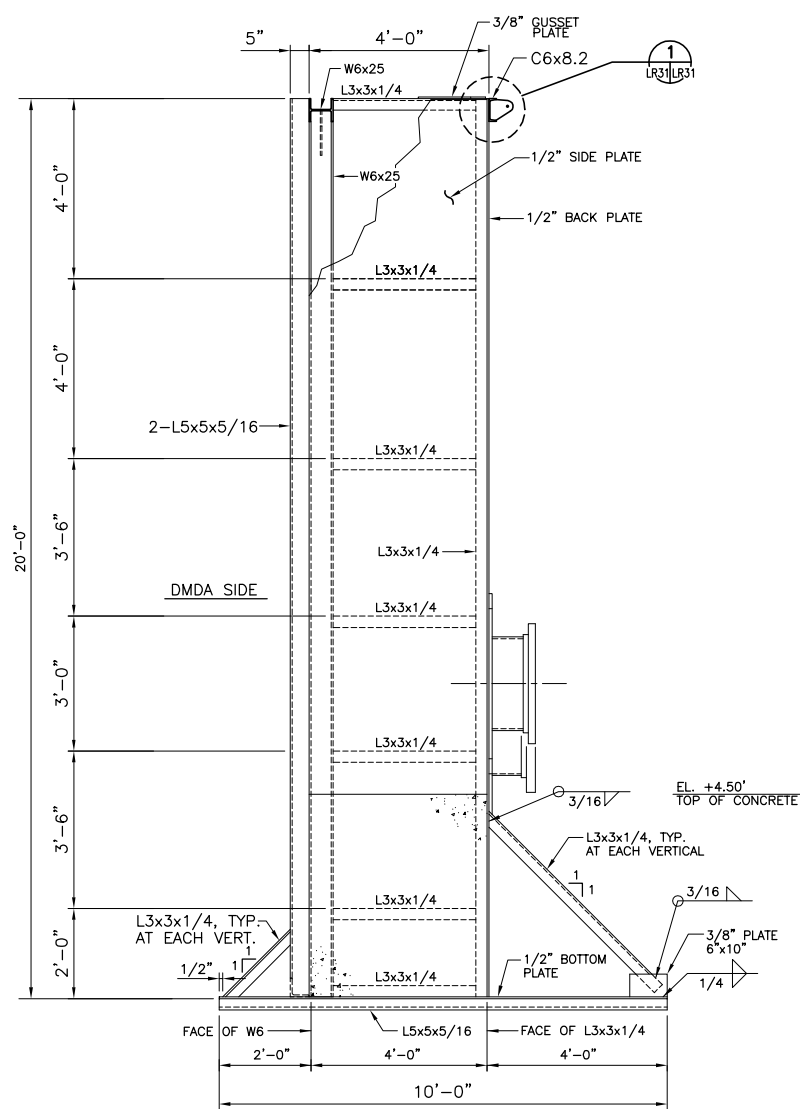
**NOTES:**

- SEE SHEET DA1 FOR GENERAL CONSTRUCTION NOTES AND LEGEND.
- WEIR BOX SHALL BE COATED INSIDE AND OUT WITH COAL TAR EPOXY, 16 MIL MINIMUM DRY FILM THICKNESS. PREPARATION AND APPLICATION SHALL BE PER COATING MANUFACTURER'S WRITTEN INSTRUCTIONS.
- ALL STRUCTURAL STEEL SHAPES AND PLATES SHALL BE ASTM A-36. WELDS NOT SPECIFICALLY NOTED, SHALL BE AT A MINIMUM, HALF OF THICKEST MATERIAL JOINED.
- THE WEIR BOX SHALL BE COMPLETE WITH LIFTING LUGS. THE FABRICATOR SHALL INCLUDE LOCATIONS, DETAILS AND CALCULATIONS ALONG WITH HIS SUBMITAL DRAWINGS. SHOP DRAWINGS SHALL BE SUBMITTED FOR THE OWNER APPROVAL PRIOR TO FABRICATION.
- FABRICATOR SHALL PROVIDE TEMPORARY BRACING AS REQUIRED TO PREVENT DISTORTION AND RACKING OF THE WEIR BOX DURING LIFTING OPERATIONS.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE TIE BACKS AND/OR ANCHORAGE AS NECESSARY TO SECURE THE WEIR BOX AGAINST OVERTURNING AFTER PLACEMENT AND DURING DIKE CONSTRUCTION.
- FILL BOTTOM OF BOX WITH LEAN CONCRETE FOR BALLAST (4.5' THK)



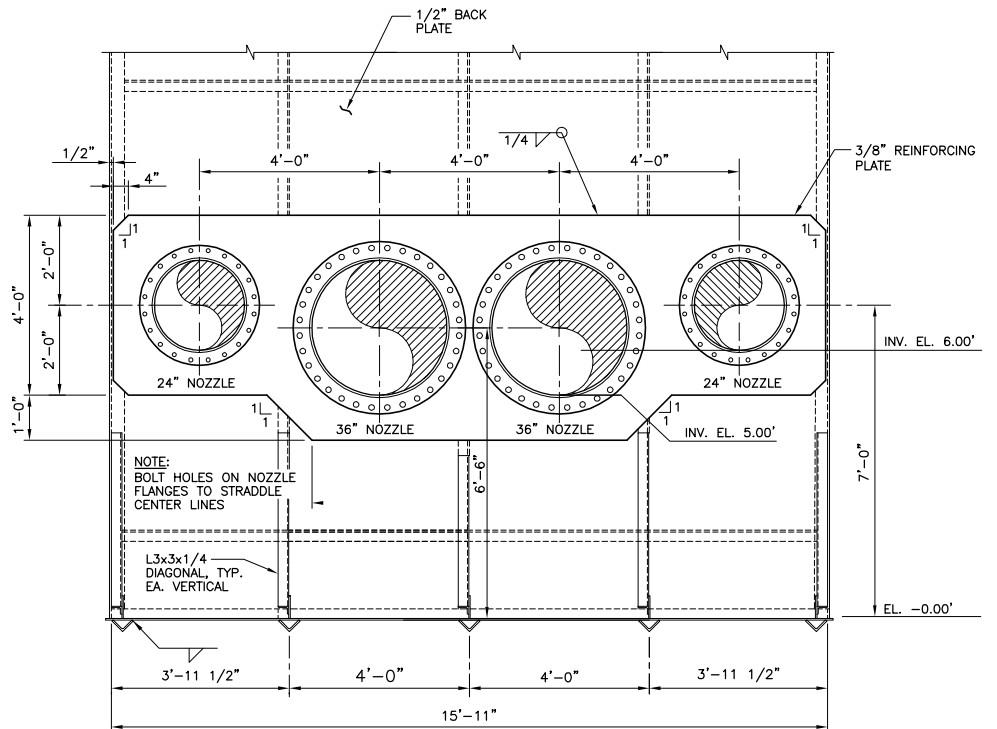
**FRONT ELEVATION**

SCALE: 1/2" = 1'-0"



**SIDE ELEVATION**

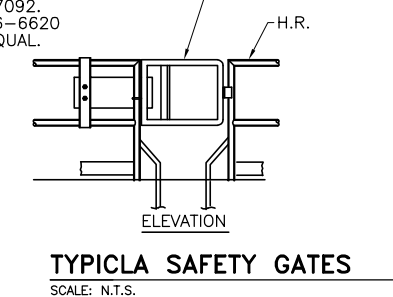
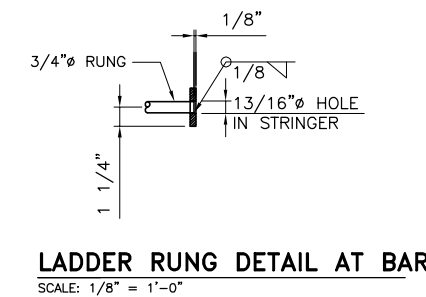
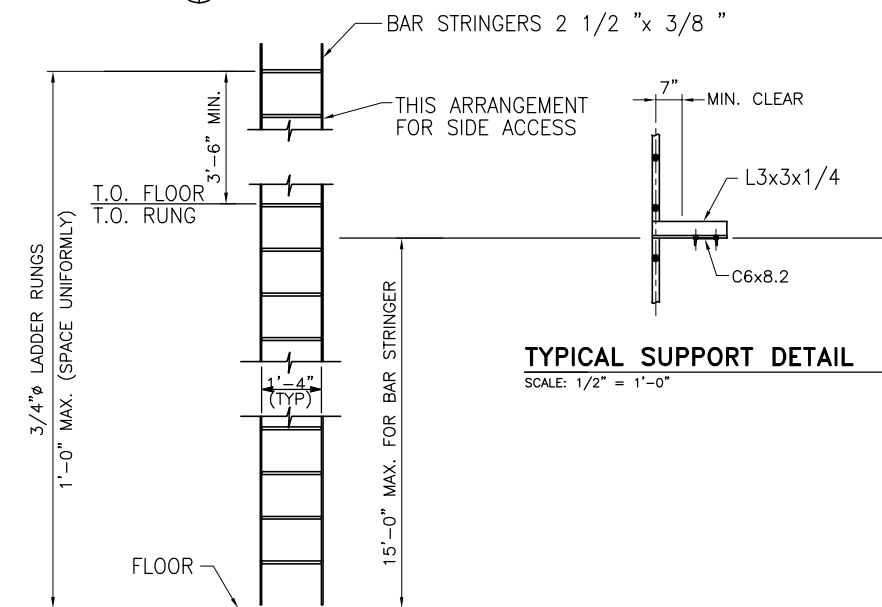
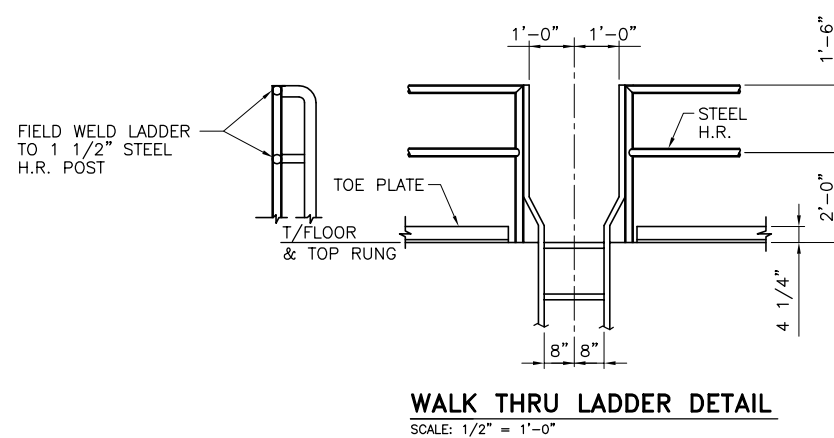
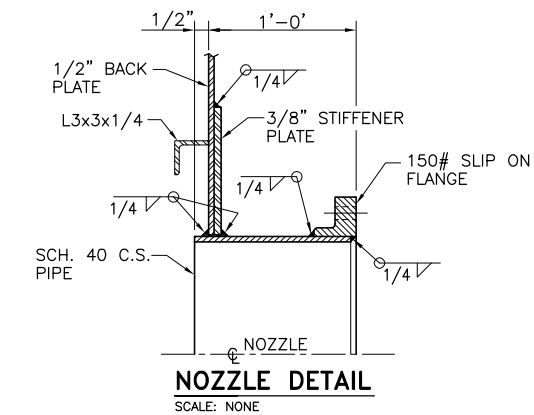
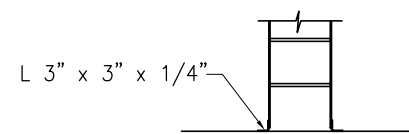
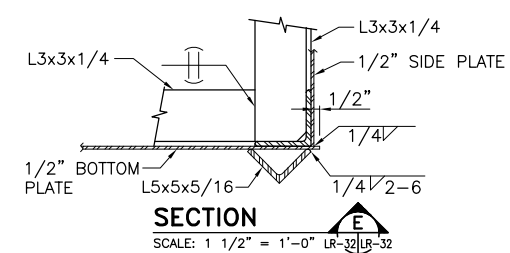
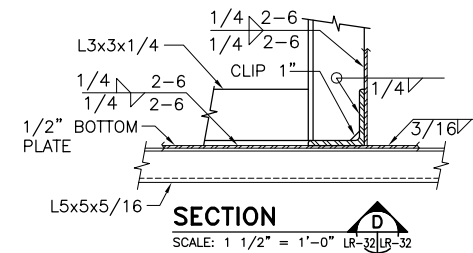
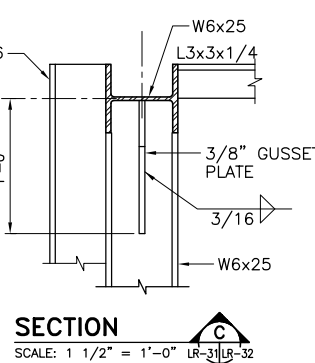
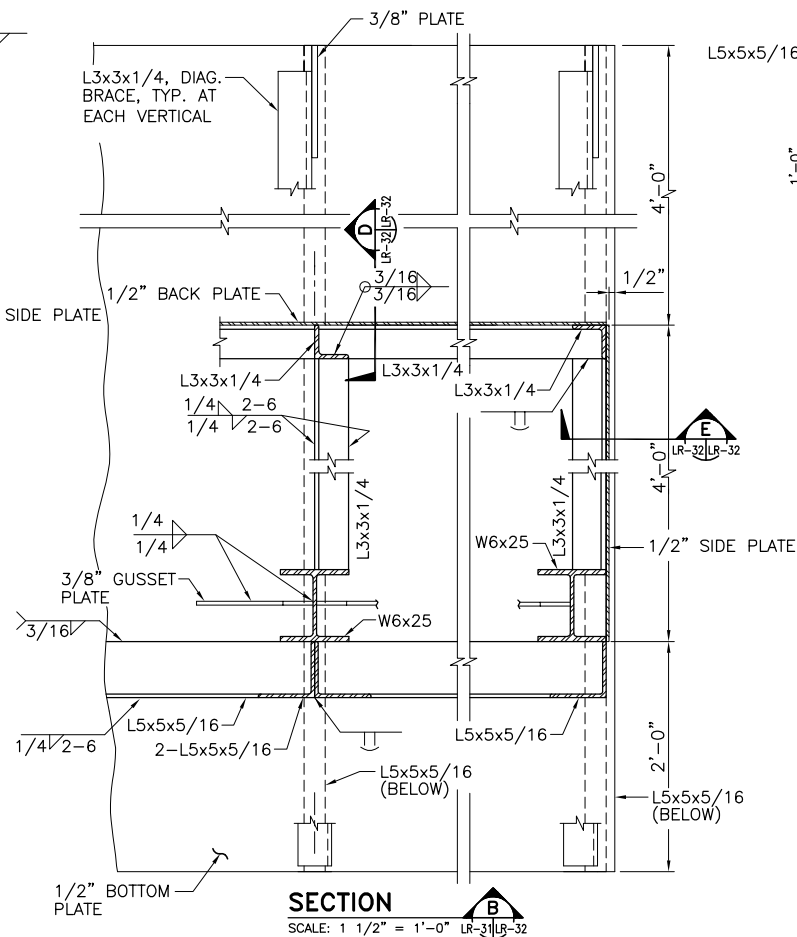
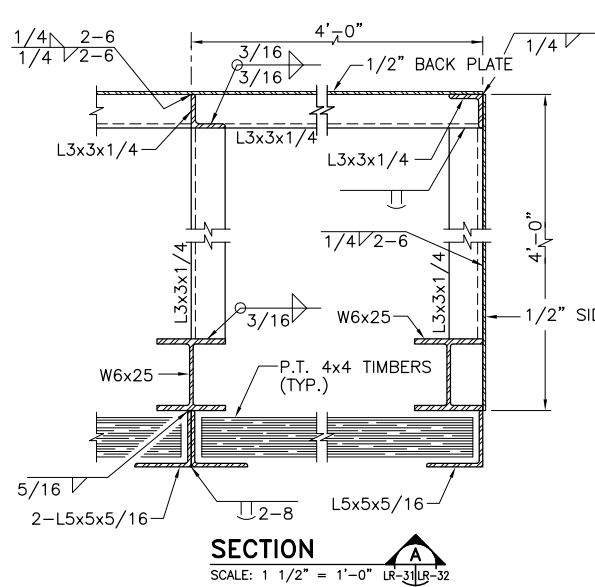
SCALE: 1/2" = 1'-0"



**PARTIAL BACK ELEVATION**

SCALE: 1/2" = 1'-0"

0	6/2/09	ISSUE FOR BID	ECP
REV.	DATE	DESCRIPTION	BY
<b>ALABAMA STATE PORT AUTHORITY</b>			
<b>thompson ENGINEERING</b>			<b>PINTO TERMINAL FINAL DISPOSAL AREA</b>
<b>WEIR BOX DETAILS</b>			
Drawn By:	Date:	6/2/09	
Checked By:	ECP	Date:	6/2/09
Scale:	N.T.S.	Job No.:	07-2115-0059
		Drawing No.:	DA3
		REV.	0



SPRING LOADED SWING GATE  
FABENCO MODEL A-71 SAFETY GATE  
AS FURNISHED BY:  
FABENCO  
2012 KARBACH  
HOUSTON, TX. 77092.  
PHONE: 713-686-6620  
OR APPROVED EQUAL.

0	6/2/09	ISSUE FOR BID	ECP
REV.	DATE	DESCRIPTION	BY
<b>ALABAMA STATE PORT AUTHORITY</b>			
<b>thompson</b> ENGINEERING		<b>PINTO TERMINAL FINAL DISPOSAL AREA</b>	
<b>WEIR BOX DETAILS</b>		Drawing No. <b>DA3a</b>	REV. <b>0</b>
Drawn By:	Date: 6/2/09	Checked By: ECP	Date: 6/2/09
Scale: N.T.S.	Job No. 07-2115-0059	Drawing No.	REV. 0