



## Alabama Port Authority *Requisition and Proposal*

**Project Name** Gottwald Crane Painting

Project No. 11074 Task No. 01

**To:** Prospective Bidders

**Date:** April 2022

Please procure the following and deliver to the address below:

<u>Delivery of Proposal:</u> Alabama Port Authority (APA) Location identified below in Note #1	<u>Delivery of Performance of Work:</u> Alabama Port Authority Main Docks - Pier 2 Mobile, AL
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### Description of Work

This Requisition solicits proposals for construction services to clean and paint the exterior surfaces of the APA Gottwald Crane located at Pier 2 as specified. All work shall be in accordance with the requirements stated herein, Scope of Work Specifications, Reference documents and drawings, Insurance Requirements and applicable State of Alabama and Federal Laws. The project site is located at Pier 2 on the Alabama State Port Authority Main Docks facility in Mobile, AL. The Gottwald crane is typically located between Pier 2 and 5.

The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for cleaning, preparing, and painting the exterior of the Gottwald crane. The project includes, but is not limited to, cleaning and preparing the surfaces of the crane, painting the crane, and cleaning the site. All materials, labor, tools, 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 shall not be entitled to any additional compensation for any work or expense resulting from the neglect of verifying all existing site conditions.

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. 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, (H/RR-S) Heavy/Railroad - Industrial Projects, (BC) Building Construction, or (BC-S) Building Construction – Painting & Wall Covering.**

A MANDATORY pre-bid meeting is scheduled for Tuesday, May 3, 2022 at 10:00 a.m. at the south end of pier 2 on the Main Docks Facility. **All bidders without proper access credentials must contact the project manager at least 24 hours in advance to set up an escort into the facility.** Electing to not visit the site before bidding will not relieve the prospective bidders from the previously stated requirements regarding the submission of a proposal.

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



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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 45 calendar days after receipt of a "Notice to Proceed". Work must start within 10 calendar days after receipt of notice to proceed. In addition to the previously stated contract time requirement, ASPA will shut the crane down for a maximum period of 15 days in order for the work to be completed. Preparatory and other work not requiring shut down of the crane may be performed outside the 15 day window. Any work not performed during the shutdown will require coordination prior to the work. ASPA and the Contractor will coordinate the 15 day shutdown at a time within the 45 contract day window in which the shutdown will incur the least disruption to operations.

The work area is directly adjacent to active wharfs with marine and land activity in the general vicinity of the work area, thus the Contractor must coordinate closely with ASPA Engineering and Operations personnel to schedule work activities to ensure that they do not interfere with normal operations. The Contractor shall plan work activities in such a way as to keep the maximum amount of wharf area orderly and accessible during all phases of the project. The Contractor must provide a high visibility temporary barrier to delineate the limits of construction activities on the pier at all times. The Contractor must capture and dispose of all waste materials generated by the construction activities. The Contractor is responsible for the disposal of all waste materials associated with 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 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,



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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 two time requirements specified, an amount of \$1,000.00 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:**

ALL individuals doing any work on this project, including operators, supervisors, maintenance personnel, providing fuel, truck drivers, etc., must have a TWIC Card, ASPA Badge, and an ASPA Vehicle Decal with no exceptions. For information, ASPA's access policy is provided on the ASPA website and in the link below.

<https://www.alports.com/port-access/>

**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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<b>Contractor's Proposal</b>				
The Contractor hereby agrees to perform the specified work for the prices outlined in the following schedule. 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. Preparatory Work to include cleaning and removing corrosion as specified.	1	LS	LS	\$ _____
4. Painting the Gottwald crane as specified.	1	LS	LS	\$ _____
5. Clean up of the site.	1	LS	LS	\$ _____
			<b><u>TOTAL BID</u></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 Tuesday, May 10, 2022. 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 Tuesday, May 10, 2022 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 Josh Bell, P.E., Project Manager, at phone number (251) 441-7205 or email [josh.bell@alports.com](mailto:josh.bell@alports.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 Contractor must provide a high visibility temporary barrier to delineate the limits of construction activities on the piers at all times.
11. 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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<b>SIGNATURES</b>
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Receipt of following addendums is acknowledged:

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

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

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

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

<b>REFERENCED DOCUMENTS</b>
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- Reference Photos
- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act

**Contractor's Signature:**

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

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Signature of Party Originating Requisition:

Josh Bell, P.E.

\_\_\_\_\_  
Date

Project Manager



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### **SCOPE OF WORK SPECIFICATIONS**

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 the contract documents.
3. Work shall be in accordance with the requirements stated herein and all referenced documents.
4. For the purpose of this project, the surface to be painted is defined as all exterior metal surfaces including the interior of all panels, outrigger pads, and headache device.
5. Contractor shall power wash the entire crane prior to paint application.
6. Contractor shall prepare the surfaces of the crane to include at minimum:
  - a. Removing any grease, oil, or similar substance via SSPC-SP3 (Solvent Cleaning) method.
  - b. Removing any rust, loose paint, or other detrimental foreign matter via SSPC-SP1 (Power Tool Cleaning) method.
  - c. Power wash the entire surface.
  - d. Preparing the surface in accordance with the paint manufacturer's specifications. In the event of a conflict between the manufacturer's specifications and items a, b, and c listed previously the more stringent requirement shall apply.
7. Apply paint to the surface of the crane per the manufacturer's specifications. The paint buildup shall be a minimum as follows:
  - a. One (1) application of Sherwin Williams – Macropoxy 267 – Min. Dry Film Thickness 5 mils
  - b. One (1) application of Sherwin Williams – Sher-loxane 800 – Min. Dry Film Thickness 4 mils
  - c. An approved equivalent of the previously stated products is acceptable.
  - d. The contractor shall at all times have on site a device capable of testing the dry film thickness of the applied products for use by APA personnel.
  - e. Paint color shall match as closely as possible to the existing and shall be approved prior to application.
  - f. Painted chevrons may be replaced with similar decals upon mutual agreements between the contractor and APA.
8. The lettering on the crane shall match the existing, except that the "Alabama State Port Authority" shall be changed to "Alabama Port Authority". The exact font and shape of lettering shall be approved prior to application. The shadow effect shown on the current "Alabama State Port Authority" lettering is not required to be duplicated on the new lettering.
9. Multiple types of decals are found on the crane and should be treated as follows:
  - a. Flat, adhered decals – Remove prior to cleaning and replace in like or similar kind upon final paint application.
  - b. Raised, adhered decals – Shall remain and be protected during construction. Any damaged decals shall be replaced in like kind.
  - c. Mechanically fastened decals – Shall be removed and reinstalled after final paint application.
10. Time requirements are previously stated in the requisition and proposal. With close coordination, the contractor shall be allowed to perform as much surface preparation as possible prior to the 15



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day crane shut down so long as the work does not impact operations. Final details (such as decal work or painting chevrons) may be completed after the 15 day shutdown. The crane will be placed near the end of Pier 2 with the boom lowered to the ground during the shutdown.

11. The Contractor shall abide by all laws and regulations governing the work.
12. The Contractor shall keep any environmentally sensitive products from entering any waterway or drainage system.
13. It shall be the sole responsibility of the Contractor to maintain equipment (curtains, blinds, etc.) on site and in place to prevent the damage of any nearby property. Any damaged property will be required to be replaced and/or repaired at the full expense of the Contractor.
14. The Contractor shall be required to maintain a clean workspace primarily for safety and environmental purposes. The workspace shall be cleaned and returned to its original condition upon completion and prior to final payment.
15. The crane shutdown location is expected to be at the south end of Pier 2 with the boom lowered.





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Figure 1. Side view of Gottwald crane.



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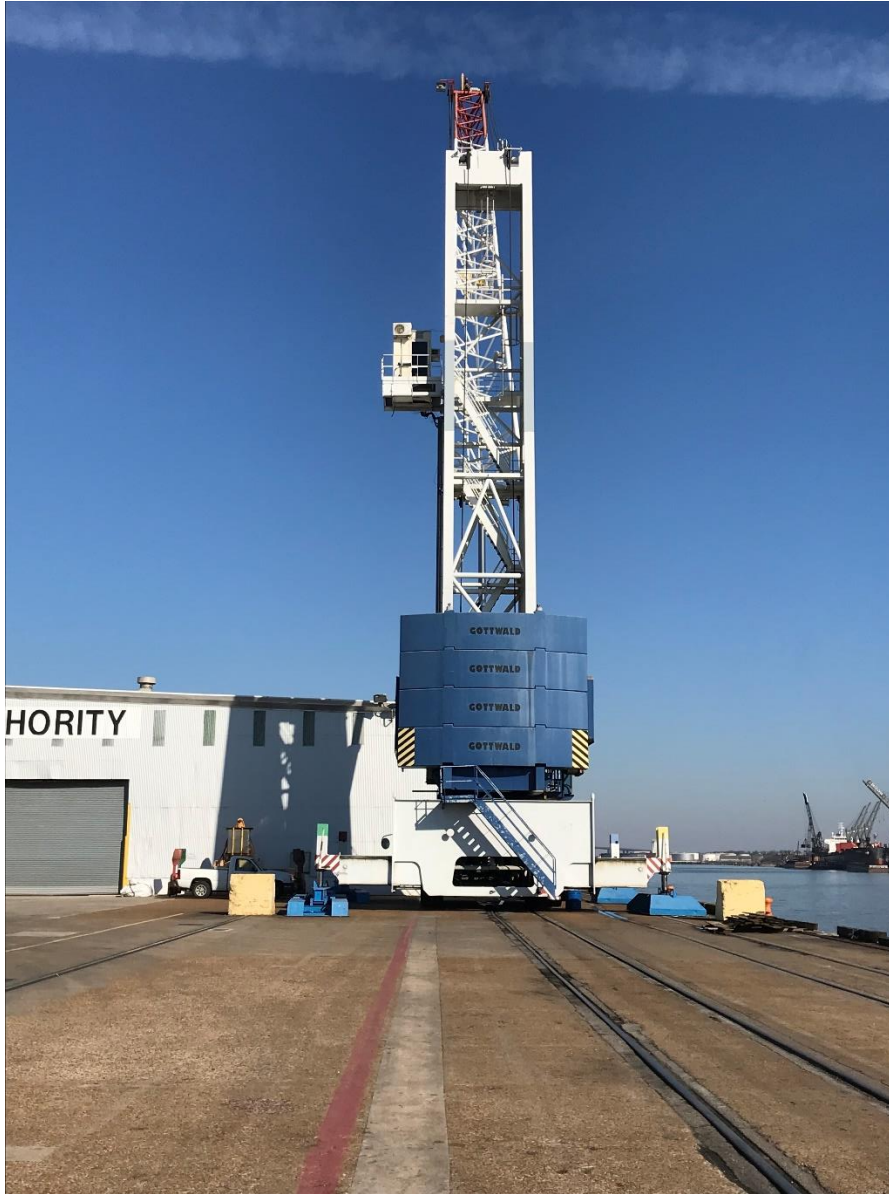


Figure 2. Rear view of Gottwald Crane



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Figure 3. A sample of painted chevrons and markings on Gottwald crane.





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Figure 4. A sample of decals on Gottwald crane. Left is adhered decal. Right is raised decal.



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Figure 5. A sample of painted chevrons on Gottwald crane.



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Figure 6. A sample of more decals found on Gottwald crane. Left is adhered decal. Right is raised decal.





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Figure 7. Corner view of Gottwald crane showing common paint deterioration and lettering.



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Figure 8. A sample of mechanically fastened decals found on Gottwald crane.





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Figure 9. A sample of lettering on Gottwald crane.



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Figure 10. A sample of lettering found on Gottwald crane.



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Figure 11. A sample of rust and deterioration on Gottwald crane.



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Figure 12. A sample of painted chevrons on Gottwald crane.



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

**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 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.

***\*NOTE\* Proof that coverage for overdraft (paint overspray/sandblasting) coverage is included must be provided in writing prior to commencement of work.***

**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 (Alabama W/C and USLH coverage are 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).