



Alabama State Port Authority

Project Name 2022 Marine Liquid Bulk Terminal Dock Fire System Refurbishment

Project # 11041 **Task #** 02

July 18, 2022

Kristian Roe
G. A. West & Co., Inc.
1200 Radcliff Road
Creola, AL 36525

Re: ***Notice of Intent to Award***

Dear Kristian:

The Department has reviewed your proposal for the above referenced project and finds it acceptable. We are transmitting herewith two (2) sets of the contract documents for execution by you and your bonding company. Please complete the following checked items and return within ten (10) business days.

- X 1. Execute the Performance Bond and the Labor & Material Bond.
- X 2. Sign Acknowledgement for Change Orders on Page II-5.
- X 3. Sign Contract on Page II-6 with proper witness. The date will be filled in later and it will be the same as your bonds. The Contract shall be considered to include all attachments.
- X 4. Provide Certificates of Insurance with required coverage and naming Alabama State Port Authority as insured. Please note, our *Notice to Proceed* will not be issued until Certificates of Insurance evidencing the required coverage are received.
- X 5. Execute Disclosure Statement (affidavit to state).
- X 6. Attach documentation proving enrollment in the E-Verify Program.

Please return all copies for execution by the Alabama State Port Authority. One (1) completely executed copy will be returned for your use and file.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charles M. Coleman'.

Charles M. Coleman, P. E.
Manager, Engineering

Enclosure



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Name of Contractor)

(Address of Contractor)

(City, State, Zip)

I, a(n) _____ corporation, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Alabama State Port Authority hereinafter called OWNER, in the penal sum of two million seven hundred eighty thousand six hundred forty one DOLLARS, (\$2,780,641.00) (100% of the Contract Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

**2022 MARINE LIQUID BULK TERMINAL DOCK
FIRE SYSTEM REFURBISHMENT
MOBILE, ALABAMA**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumer or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Name of Contractor)_____
(Address of Contractor)_____
(City, State, Zip)

I, a(n) _____ corporation, hereinafter called Principal, and

(Name of Surety)_____
(Address of Surety)_____
(City, State, Zip)

hereinafter called Surety, are held and firmly bound unto the Alabama State Port Authority hereinafter called OWNER, in the penal sum of two million seven hundred eighty thousand six hundred forty one DOLLARS, (\$2,780,641.00) (100% of the Contract Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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FIRE SYSTEM REFURBISHMENT
MOBILE, ALABAMA**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumer or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension



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of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2022.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Surety Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY: _____(s)

(Address)

Surety

BY: _____
Attorney-In-Fact

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.
If CONTRACTOR is Partnership, all partners should execute BOND.



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ACKNOWLEDGEMENT FOR CHANGE ORDERS

TO: ALABAMA STATE PORT AUTHORITY

RE: 2022 MARINE LIQUID BULK TERMINAL DOCK
FIRE SYSTEM REFURBISHMENT

Gentlemen:

In order to avoid the necessity of extensive amendment to the referenced Contract, the undersigned hereby acknowledges that the following conditions are those for which change orders are allowed under the Bid law:

1. Unusual and difficult circumstances which arise during the course of the execution of the Contract which could not have been reasonably foreseen.
2. Where competitive bidding for the new work will be to the serious detriment of the Owner.
3. Emergencies arising during the course of work.
4. Changes or alterations provided for in the original bid and original Contract.
5. The Contractor also acknowledges that he has read paragraph 50-04 (EXTRA WORK) and 60-17 of the (CLAIMS FOR ADJUSTMENT AND DISPUTES) of the General Provisions and agrees that "If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided in the Contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his intention to claim such additional compensation before he begins the work on which he bases his claim."

CONTRACTOR

DATE

BY: _____

TITLE



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CONTRACT

THIS AGREEMENT, made and executed on this _____ day of the month of _____, Two Thousand and twenty two (2022), by and between The Alabama State Port Authority, and G. A. West & Co., Inc. Contractor, domiciled in the state of _____, Party of the Second Part, and hereinafter designated as "CONTRACTOR," WITNESSETH, that in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The CONTRACTOR shall and will provide and furnish all equipment and labor, and perform the work required to build, construct, and complete in a thorough and workmanlike manner, to the satisfaction of the Alabama State Port Authority:

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MT
CNC

Hereinafter called the project, for the base Contract price of two million seven hundred eighty thousand six hundred forty one DOLLARS, (\$2,780,641.00) and all extra work in connection therewith, and in accordance with plans, specifications, and Proposal, which are made a part thereof as fully as is set out herein, and hereby becomes a part of this Contract.

It is agreed and understood that the Alabama State Port Authority shall pay, and the Contractor shall receive, the full compensation for the work performed in accordance with the Specifications.

The project shall commence and will be completed in accordance with Paragraph SP-03 of the Special Provisions.

This contract shall become effective immediately upon, and as of the date all necessary parties hereto have approached and signed the same.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in the year and day first above written.

WITNESS:

Alabama State Port Authority

BY: _____

WITNESS:

Contractor Party of the Second Part

BY: _____



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Name of Contractor)

(Address of Contractor)

(City, State, Zip)

I, a(n) _____ corporation, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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FIRE SYSTEM REFURBISHMENT
MOBILE, ALABAMA**

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PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



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PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2022.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Surety Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY: _____(s)

(Address)

Surety

BY: _____
Attorney-In-Fact

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.
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LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Name of Contractor)

(Address of Contractor)

(City, State, Zip)

I, a(n) _____ corporation, hereinafter called Principal, and

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(Address of Surety)

(City, State, Zip)

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CONTRACTOR

DATE

BY: _____

TITLE



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CONTRACT

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MT
CNC

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IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in the year and day first above written.

WITNESS:

Alabama State Port Authority

BY: _____

WITNESS:

Contractor Party of the Second Part

BY: _____



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.