



PORT OF MOBILE

ALABAMA PORT AUTHORITY

Project Name Blakeley Fender Repair

Project # 11127 **Task #** 01

October 26, 2022

Mr. Charles D. Dicks, Jr.
Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, AL 36606

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

Dear Mr. Dicks:

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.

- ☒ 1. Execute the Performance Bond and the Labor & Material Bond. **Ensure that the bonds are dated.**
- ☒ 2. Sign Acknowledgement for Change Orders on Page II-5.
- ☒ 3. Sign Contract on Page II-6 with proper witness. The Contract shall be considered to include all attachments. **Do NOT date the contract. The contract date will be completed once fully executed and will match the date of the executed bonds.**
- ☒ 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.
- ☒ 5. Execute Disclosure Statement (affidavit to state).
- ☒ 6. Executed Certificate of Compliance and attach documentation proving enrollment in the E-Verify Program.
- ☐ 7. Provide W-9 plus complete ASPA Supplier Application Form.
- ☐ 8. Application for Sales & Use Tax Certificate of Exemption. A copy of the ASPA completed application for Sales & Use Tax Certificate of Exemption submitted to the Department of Revenue is attached. The contractor should follow the directions within the original form found at link www.revenue.alabama.gov/division/sales-use to complete the process for sales tax exemption.

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,

Douglas C. Otto, Jr., P.E.
Vice President, Engineering



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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 Port Authority hereinafter called OWNER, in the penal sum of sixty thousand nine hundred DOLLARS, (\$60,900.00) (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:

Blakeley Fender Repair 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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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)

Principal

BY: _____(s)

(Address)

Surety

BY: _____
Attorney-In-Fact

(Address)

ATTEST:

Witness as to Surety

(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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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 Port Authority hereinafter called OWNER, in the penal sum of sixty thousand nine hundred DOLLARS, (\$60,900.00) (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, 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:

Blakeley Fender Repair 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.
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ACKNOWLEDGEMENT FOR CHANGE ORDERS

TO: ALABAMA PORT AUTHORITY

RE: Blakeley Fender Repair

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

BY: _____

DATE

TITLE



Alabama Port Authority

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Location Mobile, Alabama

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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 Port Authority, and Rob't J. Baggett, 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 Port Authority:

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Hereinafter called the project, for the base Contract price of sixty thousand nine hundred DOLLARS, (\$60,900.00) 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.

MT
Dec
26 Oct 22

It is agreed and understood that the Alabama 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 Port Authority

WITNESS:

BY: _____
Contractor Party of the Second Part

BY: _____



Alabama Port Authority

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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 Port Authority hereinafter called OWNER, in the penal sum of sixty thousand nine hundred DOLLARS, (\$60,900.00) (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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Blakeley Fender Repair 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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(Principal) Secretary
(SEAL)

Witness as to Surety Principal

(Address)

Principal

BY: _____(s)

(Address)

Surety

BY: _____
Attorney-In-Fact

(Address)

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LABOR AND MATERIAL BOND

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(SEAL)

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(Address)

ATTEST:

Witness as to Surety

(Address)

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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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TO: ALABAMA PORT AUTHORITY

RE: Blakeley Fender Repair

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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

BY: _____

DATE

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 Port Authority, and Rob't J. Baggett, 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 Port Authority:

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Hereinafter called the project, for the base Contract price of sixty thousand nine hundred DOLLARS, (\$60,900.00) 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.

MT
DEC
260422

It is agreed and understood that the Alabama 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 Port Authority

WITNESS:

BY:

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.

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