

# Alabama State Port Authority Addendum to R&P or Specification Booklet

Project Name Lower Harbor Maintenance Dredging

Project No. 11269 Task No. 1-3 Addendum No. 1

To: Prospective Bidders Date: 7/13/2023

The following items are clarifications, notes and/or answers to questions received during the Pre Bid Meeting.

Item	Description				
1.	Clarification or Changes				
1	1. DIVISION I, INVITATION TO BID, page I-1 and I-2				
	a) Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, AL 36602 by 1:00 PM, on Wednesday, July 26, 2023. Sealed bid proposals can also be hand delivered from 2:15 PM to 2:30 PM, on Wednesday, July 26, 2023, to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor Killian Room, Mobile, AL. Faxed or electronic submitted bids will not be accepted.				
	<ul> <li>b) Dredging equipment also must accommodate barge loader/unloader areas for a <u>35-foot slip</u>.</li> <li>2. DIVISION I, PROPOSAL, page I-4 through I-11</li> </ul>				
	<ul> <li>a) Project changed from TBD to 11269 (page I-4)</li> <li>b) Third Party Survey added to SCHEDULE OF PRICES (pages I-5 through I-7)</li> <li>c) Project changed from 10968 to 11269 (page I-9)</li> </ul>				
	<ol> <li>DIVISION V, PROPOSAL, SECTION 504-DREDGING, Subpart 3.2.4.1 Discharge Pipeline Routing, page V-18</li> <li>The paragraphing this section should read, "Dredged materials shall be deposited in the Alabama Shipyard, Pinto, and/or McDuffie disposal Area(s) as shown on the contract drawings."</li> </ol>				
2.	Questions and Answers				
	1. If the contractor's means and methods does not require the installation of all the dredge disposal lines shown on the drawings, can we not include and only include what our means and methods require to properly dispose of into the DMMA's? All dredge disposal lines/options are required for material management purposes.				
	<ol><li>Is mechanical dredge execution acceptable means for this project? This contract is for hydraulic dredging.</li></ol>				
	3. Will a pre and post dredge surveys be required of the disposal sites? No				
	4. Will a magnetometer survey be required for the dredging sites? No				
	<ol><li>Can we use multibeam for pre, progress and as-built surveys or does it need to be single beam? Multibeam is not a requirement.</li></ol>				
	6. The statement "dredging equipment must be able to handle no larger than a 20-inch discharge pipe for ASPA spoil area." Please clarify the intention of this statement. Are you precluding dredges with discharges larger than 20 inches? The intent is to preclude discharge pipes larger than 20 inches, not dredges specifically. This is due to operational limitations managing disposal areas, crossing roads, placing pipe between/around structures, etc. If a dredge is typically fit with a larger pumping system which can be modified to operate with a 20-inch discharge pipe or smaller, then this would qualify.				
3.	<u>Attachments</u>				
	<ul> <li>Division I_REV 2, pages I-1 through I-11 (replace previous pages in REV 1 and include with bid)</li> <li>Division V_REV 2, page V-18 (3.2.4.1 - Discharge Pipeline Routing edited to include project disposal areas)</li> </ul>				
	<ul><li>09-Pipe Route_REV 2</li></ul>				

Please indicate your receipt of this addendum by adding the addendum number in the appropriate place in your Requisition & Proposal or Specification Book.

7/13/23
Wesley Jackson, EI Date

Project Manager



**Location** Mobile, Alabama

Project No. 11269 (Revised with Addendum No. 1) June 2023

# **INVITATION TO BID**

Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, AL 36602 by 1:00 PM, on Wednesday, July 26, 2023. Sealed bid proposals can also be hand delivered from 2:15 PM to 2:30 PM, on Wednesday, July 26, 2023, to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor Killian Room, Mobile, AL. Faxed or electronic submitted bids will not be accepted.

# Project 11269

# Lower Harbor Maintenance Dredging MOBILE, ALABAMA

The work consists principally of providing bonds, plant, labor, materials, equipment, and supervision necessary for the Lower Harbor Maintenance Dredging in Mobile, Alabama. The scope of work performed will include restoring the depth of the water to 50 feet at all the ship berths. The depths for the Clean-up Station, Barge Unloader Station and Barge Loader Station will be restored to 18 feet. The location of this work is at the Alabama State Port Authority, McDuffie Island Terminal, Pinto Terminal and APM Container Terminal. This work will be performed as per high frequency hydrographic surveying at MLLW, 1929.

Dredging equipment must be able to handle no larger than a 20-inch discharge pipe for ASPA spoil area. Dredging equipment also must accommodate barge loader/unloader areas for a **35-foot slip**.

This work will consist of the removal of approximately 275,000 cubic yards (annualized) of material. Annualized cubic yards are not a guarantee of the amount of contractual work; this is only a basis for bid evaluation.

Dredging will be performed on a semi-annual basis; exact times to be determined by ASPA but generally early Summer (May/June) and early Winter (November/December) for the McDuffie Terminal. It is intended that the dredging of Pinto and the APM Terminals be held once annually and performed in conjunction with a McDuffie Terminal event. For bid analysis, it is anticipated that McDuffie will alternate material discharge into the McDuffie and Pinto disposal areas; each APM Container Terminal dredging will go to Pinto disposal area; and each Pinto dredging will be placed in Pinto disposal area. A submerged line must be placed across the Mobile River Channel for McDuffie and APM Container Terminal dredging events that place material in the Pinto disposal area. This contract may be renewed four (4) times for a total of five (5) years from original contract.

The bidder must also be flexible with the vessel/barge traffic with no interruptions to the course of business. The awarded bidder must be ready to start within seven (7) days of notification.

Specifications, proposal forms, bid and performance bond forms, and plans are available on the Alabama Port Authority website at <a href="https://www.alports.com">www.alports.com</a>. You may contact the project manager, Wesley Jackson, for



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additional information at <u>wesley.jackson@alports.com</u> or (251) 441-7253. Prospective bidders may coordinate with the project manager to view the site of the proposed work.

A Guarantee will be required with each bid as follows: At least five (5%) percent of the amount bid, but in no event more than Ten Thousand (\$10,000) Dollars, shall be furnished in the form of a certified check or bid bond payable to the Alabama State Port Authority. A Performance Bond in an amount not less than the sum bid will be required at the signing of the contract and, in addition, a bond in an amount not less than One Hundred (100%) percent of the contract price, insuring payment of all labor and material.

No bid will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this work in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license as required from the State Licensing Board for General Contractors, Montgomery, Alabama with the license classification being H/RR: Heavy and Railroad or H/RR-S: Dredging. Also, non-residents of the State must show evidence of having qualified with the Secretary of State to do business in Alabama.

Bids will be publicly opened at 2:30 PM, Wednesday, July 26, 2023, 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. 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.



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# **INSTRUCTIONS TO BIDDERS**

#### 1.0 ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 2.0 PREQUALIFICATION OF BIDDERS

No proposal will be considered from any Contractor unless he is licensed to do work in the State of Alabama and has complied with the requirements of Paragraph SP-04 of the DIVISION III Special Provisions.

# 3.0 SUBMISSION OF PROPOSALS

Before submitting his proposal, the Contractor shall comply with the following:

- (a) The Proposals shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.
- (b) If the Bidder is a corporation organized in a state other than Alabama, attach to the Proposal a certificate from the Secretary of State showing that the Corporation is qualified to transact business in Alabama.
- (c) Attach a certified check or Bid Bond in the amount of 5% of the Proposal, but not more than \$10,000 made payable to the Alabama State Port Authority.
- (d) Non-resident (out of state) Contractors shall attach all items included by SP-6.
- (e) Attach a copy of the State Contractor's License to Proposal.
- (f) Affidavit and Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (see page I-10)

One copy of Item (a) through (f) should be placed in a sealed envelope with the bidder's name, Contractor's License number, the project, and the time and date of bid opening shown on the outside.

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# **PROPOSAL**

Propos	al of:
Addres	ss:
Date:	
To:	STATE OF ALABAMA, Alabama State Port Authority, Mobile, Alabama

### Gentlemen:

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all Special Provisions and Specifications furnished; and that he has satisfied himself relative to all aspects of the work to be performed and especially to those factors affecting cost, progress, or performance.

The Bidder proposes and agrees, if this bid is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, tools, apparatus, means of transportation, labor and incidentals to perform in a satisfactory manner, the work described in the Contract Specifications and Drawings for the Alabama State Port Authority, for the prices listed below to complete:

# **PROJECT 11269**

# **Lower Harbor Maintenance Dredging**

# **MOBILE, ALABAMA**

In full and complete accordance with the shown noted, described and reasonable intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the attached contract documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work materials and incidentals as constitute Bidder's obligation as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for the item which most logically includes it.

Bidder agrees that he will commence the work within the time allotted by the Contract Documents with an adequate force, plant, and equipment and that the work will be completed within time schedules outlined in Special Provisions Article SP-3.

Bidder accepts the provisions of the Contract Documents as to liquidated damages in the event of failure to complete the work on time.

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The Bidder further agrees that, in case of failure on his part to execute the Contract and required bonds within ten (10) calendar days from the date written notice of award if mailed or otherwise delivered to the Bidder, the certified check or bid bond accompanying this bid and the monies payable thereon shall be paid into the funds of the Owner not as penalty, but as a liquidation of a reasonable portion of the damages incurred by the Owner due to the Bidder's failure to execute the Contract.

<u>Note:</u> Estimated quantities listed are calculated from the April hydrographic surveys to the maximum depth shown on contract drawings with 10 percent added for additional anticipated siltation prior to commencement of dredging activities.

# **SCHEDULE OF PRICES**

Description	Est Qty	иом	Unit Price	Value	
GENERAL					
Project Bonds, Insurance, and Access Credentials	1	LS	LS	\$	
2. Mobilization To Port of Mobile	2	EA	\$	\$	
	Genera	l Subtot	al (Item 1-2)	\$	
MCDUFFIE TERMINAL (DOCKS 1, 2, AND 3)					
3. Site Mobilization/Demob for McDuffie Disposal	1	LS	LS	\$	
4. Third Party Survey	1	LS	LS	\$	
5. Price per Cubic Yard to Place in McDuffie Disposal Area	125,000	CY	\$	\$	
6. Site Mobilization/Demob for Pinto Disposal Area	1	LS	LS	\$	
7. Price per Cubic Yard to Place in Pinto Disposal Area	125,000	CY	\$	\$	
8. Site Mobilization/Demob for Alabama Shipyard Disposal Area	1	LS	LS	\$	
-CONTINUED NEXT PAGE-					

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	_	ubtotai	(Item 13-15)	
*Mob/demob is for routing pipe from Garrows Bend to the west side of the McDuffie disposal area)				\$
15. Price per Cubic Yard to Place in McDuffie Disposal Area	25,000 McDuffi	CY ie (Barge	\$ e Unloaders)	\$
14. Third Party Survey	1	LS	LS	\$
13. Additional Site Mob/Demob for McDuffie Disposal Area *	1	LS	LS	\$
MCDUFFIE TERMINAL (BARGE UNLOADERS)				
			(Item 3-12)	\$
12. Weir Boards (3.5 in. x 3.5 in. x 46.5 in., 0.8 CCA)	96	EA McDu	\$ ffie Subtotal	\$
11. Weir Boards (3.5 in. x 3.5 in. x 45 in., 0.8 CCA)	96	EA	\$	\$
10. Standby Time, per hour	10	HR	\$	\$
<ol> <li>Price per Cubic Yard to Place in Alabama Shipyard Disposal Area</li> </ol>	125,000	CY	\$	\$



**Location** Mobile, Alabama

21. Price Per Cubic Yard to Place in Alabama Shipyard Disposal Area	75,000	СҮ	\$	\$
22. Standby Time, per hour	10	HR	\$	\$
23. Rate for Prolonged Standby (Excess of 8-Hours per Occurrence)	16	HR	\$	\$
** Mob/Demob is for the submerged line. If it is already submerged there will not be a charge for pumping to Pinto.	APM Terminal Subtotal (Item 16-23)			\$
PINTO TERMINAL				
24. Additional Site Mob/Demob for Pinto Disposal Area	1	LS	LS	\$
25. Third Party Survey	1	LS	LS	\$
26. Price Per Cubic Yard to Place in Pinto Disposal Area	60,000	CY	\$	\$
27. Additional Site Mob/Demob for McDuffie Disposal Area	1	LS	LS	\$
28. Price Per Cubic Yard to Place in McDuffie Disposal Area	60,000	CY	\$	\$
29. Additional Site Mob/Demob for Alabama Shipyard Disposal Area	1	LS	LS	\$
30. Price Per Cubic Yard to Place in Alabama Shipyard Disposal Area	60,000	CY	\$	\$
31. Standby Time, per hour	5	HR	\$	\$
32. Weir Boards (3.5 in. x 3.5 in. x 46 in., 0.8 CCA)	96	EA	\$	\$
	Subtota	al (Items	Pinto 24 thru 32)	\$
TOTAL BID		(Iter	ms 1 thru 32	\$

	Dollars
(In Wor	ds)

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I-8 | Page I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO.\_\_\_\_\_

ADDENDUM NO.\_\_\_\_

Contractor's Signature:

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

Title

Name

Date



**Location** Mobile, Alabama

BID BOND
KNOW ALL MEN BY THESE PRESENTS, that we, undersigned,
as Principal, and as
Surety, are hereby held and bound unto The Alabama State Port Authority as <b>OWNER</b> in the Penal sum of for the payment of which will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, the day of
The Condition of the above obligation is such that whereas the Principal has submitted to the Alabama State Port Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Lower Harbor Maintenance Dredging in Mobile, Alabama, Project No. 11269
NOW, THEREFORE,
(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the panel amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its <b>BOND</b> shall in no way be impaired or affected by any extension of time within which the <b>OWNER</b> may accept such BID; and said Surety does hereby waive notice of any such extension.
<b>IN WITNESS WHEREOF</b> , the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.
Principal
Surety
Ву



**Location** Mobile, Alabama

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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):
The undersigned hereby certifies to the State of Alabama as follows:
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 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.
<ul> <li>(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.</li> <li>(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.</li> </ul>

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

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.

to employ an unauthorized alien within the State of Alabama;

**Location** Mobile, Alabama

Certified	d this	day of		_20	
					Name of Contractor/Grantee/Recipient
					Ву:
					Its
The abo	ve Certific	ation was signed	in my presence	by the perso	on whose name appears above, on
this	day of		20	_·	
				WITNES	SS:
				Printed Nam	ne of Witness

will be based on using the disposal area described below. The Owner may elect to receive a copy of the deposition plan at any time during the project.

# 3.2.3 Plant Equipment Layout.

The Contractor shall be responsible for selection of a method of construction and/or plant equipment layout that will not cause a hazard to existing navigation nor unduly restrict marine traffic.

# 3.2.4 Dredge Material Disposal Area.

## 3.2.4.1 Discharge Pipeline Routing

<u>Dredged materials shall be deposited in the Alabama Shipyard, Pinto, and/or McDuffie disposal Area(s) as shown on the contract drawings.</u>

# 3.2.4.2 Disposal Area Coordination

The Contractor shall coordinate dredge disposal activities to minimize disruption. The Contractor shall be responsible for managing the placement of the dredged material into the disposal area in accordance with permit requirements.

# 3.2.5 Misplaced dredged materials.

Any dredged materials deposited at locations other than those designated or approved by the Owner's Representative shall be considered misplaced material and shall not be paid for until the Contractor, at his expense, removes and redeposits such misplaced material where directed. Required removal and redeposit of the misplaced material and any necessary disposal site restoration work shall not be the basis for a time extension or additional compensation under this contract.

## 3.2.6 Disposal of Debris and Obstructions.

Debris, such as stumps, roots, logs, and any other objects except archeological or historical resources unearthed during dredging operations shall be removed, transported, and satisfactorily disposed of within an upland off-site disposal area secured by the Contractor. Removal and disposal of debris and obstructions shall not be measured separately for payment but shall be considered subsidiary to dredging. Removed debris may be temporarily stored until the upland off-site disposal area has been secured by the Contractor. Debris disposal areas shall be approved by the Owner's Representative prior to use by the Contractor. All costs associated with the required disposal of debris shall be included in the contract price for dredging in the Bidding Schedule.

## 3.2.7 Turbidity Monitoring.

The Contractor shall monitor turbidity in the work area throughout the life of the contract to ensure compliance with permit requirements. The Contractor shall furnish a turbidity meter equivalent to

