



# Alabama State Port Authority

## REQUEST FOR BID

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128 **Task #** 1

**To:** Prospective Bidders

**Date:** 7/25/2023

Please procure the following and deliver to the address below:

Delivery of Bid via courier (FedEx, UPS, etc.)  
Alabama State Port Authority  
Environmental and Program Management  
1400 State Docks Rd.  
Administration Building Room 200  
Mobile, AL 36602

*\*U.S. Postal Service does not deliver to this address.*

### Description of Work

This request solicits bids for the repairs of the south boardwalk located at the Muddy Creek Wetland Mitigation Area in Theodore, Alabama, to include the replacement of all decking, handrails (caps, posts, and guards), and foot guards, as well as the spot replacement of other pieces and spot leveling of beams and stringers. The attached Figure 1 depicts the site location, which includes off-road vehicular access to both ends of the boardwalk: from the north side by an unpaved road entrance off Bowers Lane, and from the south side (directions provided) by an unpaved road entrance off Industrial Road.

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 the proper license from the State Licensing Board for General Contractors, Montgomery, Alabama.

An optional pre-bid meeting is scheduled for Monday, August 7<sup>th</sup>, 2023. See details below in the Schedule. Electing to not visit the site before bidding will not relieve the prospective bidders from the previously stated requirements to “satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of the proposed contract”.

The work performed under this contract shall not commence until the Contractor has submitted the following in an acceptable form: Performance Bond and Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; and Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama. The Contractor will be required to complete the work under the Contract as specified in the Schedule below.

The intent of this contract is for the Contractor to provide all services for the repairing of the entire south boardwalk located in the Muddy Creek Wetland Mitigation Area. ASPA shall provide repair direction, contract administration, and internal department coordination. All assumptions made by the Contractor during preparation of the proposal must be clearly identified.



## **Alabama State Port Authority**

### **REQUEST FOR BID**

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128 **Task #** 1

The Muddy Creek Wetland Mitigation Area is comprised of 2.3 miles of boardwalk and ground trail. Figure 2 shows the three boardwalk locations along the trail and identifies the southernmost section that needs replacing, Section 1. Section 1 features two 12' x 12' observation platforms and one 15-foot bridge at the creek crossing all having handrails. It is approximately 990 feet in length with 800 feet having handrails on either side as shown in Figure 3.

The 2"x 6" pressure-treated 4-foot-span deck boards and slanted handrail caps shall all be replaced, as well as all handrail posts and guards, and any foot guards. The handrail is a 4"x 4" post bolted to each pier, measures 41 inches from deck to top of slanted 2"x 6" cap and has a 2"x 4" guard at the cap and the midpoint on the 4"x 4" post. The guard on low sections without handrails is a 4"x 4" guard with 2"x 4" standoffs and is toenailed and spiked to deck.

This request includes the additive alternate material and installation for the deck boards to be upgraded to Trex or Fiberon synthetic deck boards. This item is listed as "Additive Alternative for Upgrade Deck to Trex or Fiberon" on attached Contractor's Bid Table. For the base bid, #10 3-inch deck screws for use with treated lumber must be used. Please include the additional cost for stainless steel deck screws in the additive alternate for composite decking.

This contract also includes the spot replacement of any weathered or otherwise damaged post/footing, beam, or stringer. Each pier consists of two 6"x 6" wood posts set in a 14-inch diameter concrete base of unknown depth with double 2"x 8" beam below stringers secured to the post with galvanized through bolts. The deck has three 2"x 8" stringers with overlapping splices over each pier beam. Outside stringers bear on beams and are secured to post with galvanized through bolts. Appendix A provides the existing construction design plans for the boardwalk for reference.

The work consists of the following: 1) Removing and disposing of about 4,200 square feet of deck boards along with 1,600 linear feet of handrail; 2) delivering and installing new walking surface with a maximum height above ground surface of 5.5 feet and new handrails; 3) replacing, with approval from ASPA, weathered or otherwise damaged post/footing, beam, or stringer; and 4) leveling any beams and stringers with a cross slope exceeding 2 percent by jacking and reconnecting at the pier. The contractor should also note that all installed lumber shall be pressure-treated (#2 or better), there is no power nor water supply on site, and construction must be completed within 60 days of notice to proceed. Signs will be removed and reposted by ASPA or others.

ASPA credentials are not required for this project. The site is secured with a locked gate and the contractor will be permitted to add their lock to the gate. Interested bidders will have access to the property to observe site conditions immediately following the pre-bid meeting or during daylight hours when the public park is open.

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.



## **Alabama State Port Authority REQUEST FOR BID**

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128 **Task #** 1

Bid material and services incorporated into this project will be exempt from the payment of sales tax under the laws of the State of Alabama, and such sales tax shall not be included in the proposal of the bidders. ASPA will provide the Contractor with proper exemption documentation, if requested.

A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five (5%) percent of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.

### **Schedule**

An optional Pre-Bid Meeting will be held at the International Trade Center building, 250 North Water Street, Killian Room, Mobile, Alabama at 10:00 am on Monday, August 7<sup>th</sup>, 2023. Immediately following the pre-bid meeting, attendees will be escorted to the project site at Muddy Creek.

Bids will be publicly opened at 2:00 pm, Monday, August 14<sup>th</sup>, 2023, at the International Trade Center building, 250 North Water Street, 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. The Notice of Award will be issued by August 16<sup>th</sup>, 2023.

The selected bidder must submit required documentation (Certificate of Insurance, Performance Bond (if applicable), business license for State of Alabama, and two (2) contracts signed by Contractor) within five (5) days of receipt of Notice of Award. ASPA plans to issue a Notice to Proceed on August 22<sup>nd</sup>, 2023, or once required documentation is received and contract is executed by all parties. The contract will be effective immediately with the issuance of the Notice to Proceed. Work must be completed within 60 days of Notice to Proceed.

### **IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:**

Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act "The Act" required 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 submitting documentation that the business entity is enrolled in the E-Verify program and executing the enclosed Certificate of Compliance (Appendix B) and returning both to the Alabama State Port Authority with the sealed bid package. The Affidavit must be notarized.



**Alabama State Port Authority**  
**REQUEST FOR BID**

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128 **Task #** 1

**Contractor's Bid**

The Contractor hereby agrees to provide specified equipment and perform the previously specified work for the prices outlined in the following schedule, and to deliver and install the materials necessary for the project parameters. Work will be permitted 7 days per week.

Description of Base Contract	Est Qty	UOM	Unit Price	Value
1. Mobilization/Demobilization	Lump Sum	All	\$	\$
2. Demolition/Disposal of Existing Decking, Handrails (Caps, Guards, and Posts), and Foot Guards	Lump Sum	All	\$	\$
3. Delivery/Installation of New Decking	Lump Sum	All	\$	\$
4. Delivery/Installation of New Handrail Caps, Handrail Guards, Handrail Posts, and Foot Guards	Lump Sum	All	\$	\$
5. Leveling of Boardwalk Cross Slope (per pier)	20	Ea	\$	\$
6. As Needed Replacement of Post/Footing	4	Ea	\$	\$
7. As Needed Replacement of Beam	4	Ea	\$	\$
8. As Needed Replacement of Stringer	20	Ea	\$	\$
Total		\$		
Additive Alternate				
9. Additive Alternative for Upgrade Deck to Trex or Fiberon	Lump Sum	All	\$	\$
Total		\$		



## Alabama State Port Authority **REQUEST FOR BID**

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128 **Task #** 1

### **NOTES:**

1. Sealed bid packages will be received via courier (FedEx or UPS) to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 200, Administration Building, Mobile, AL 36602 by 12:00 p.m. on Monday, August 14<sup>th</sup>, 2023. U.S. Postal Service is unable to deliver to this address. Alternatively, on the day of the bid opening, sealed bid packages may be hand delivered to the International Trade Center security desk prior to 2:00 p.m. No faxed or electronic bids will be accepted. Bids will be publicly opened at 2:00 pm on Monday, August 14<sup>th</sup>, 2023, at the Alabama State Port Authority in the International Trade Center Killian Room, 250 North Water Street, Mobile, AL 36602.
2. Bid packages must be submitted in sealed envelopes with the words “**Bid Document Enclosed**” clearly marked on the outside of the envelope. The sealed envelope shall also have the bidder’s name, project name, and time and date of bid opening shown on the outside.
3. Authority reserves the right to refuse to issue a bid package 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) Bid package withdrawal or Bid Bond forfeiture on previous project with the Authority.
  - d) Unsatisfactory work on previous contract with the Authority.
  - e) Lack of competency and adequate machinery, personnel, plant, and other equipment for performing the project.
4. 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.
5. Any questions regarding the procurement should be emailed to Rehman Siddiqui, Environmental and Program Management, at [Rehman.Siddiqui@ALports.com](mailto:Rehman.Siddiqui@ALports.com). Questions must be submitted by 5:00 p.m. on Wednesday, August 9<sup>th</sup>. ASPA will provide questions and responses in a posted addendum by 5:00 p.m. on Friday, August 11<sup>th</sup>.
6. 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.



**Alabama State Port Authority**  
**REQUEST FOR BID**

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128      **Task #** 1

**ATTACHMENTS**

Referenced Figures:

Figure 1 – Muddy Creek Mitigation Site Location

Figure 2 – Muddy Creek Mitigation Site Map

Figure 3 – Section 1 of Boardwalk

Referenced Documents:

Appendix A – Wetland Boardwalk Construction Design

Appendix B – Insurance Requirements

Appendix C – Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

Appendix D – Bid Bond

**SIGNATURES**

Receipt of following addendums is acknowledged:

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

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

**Contractor's Signature:**

**Contractor**


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

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

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

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

**Signature of Party Originating Bid Request:**

  
\_\_\_\_\_  
**Rehman Siddiqui**

**Environmental Engineering Specialist**

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

**Approved by:**

  
\_\_\_\_\_  
**Gretchen Barrera, P.E.**

**Environmental Director**

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

The site is located on the north side of Industrial Road between Bellingrath Rd and Evonik Rd (no actual address).

From I-10:

Exit 15, Head south on Government Blvd.

Turn left (south) on Bellingrath Road.

Turn left (east) on Industrial Road.

Drive approximately 1/2 mile, site is on left.

Path 1 and 2 both lead to the trail map sign/trail entrance shown in Figure 1. Path 1 is used if the gate for Path 2 is closed. You will need to leave your vehicle in the parking lot and walk Path 1. If the gate is open for Path 2, a vehicle can be used to drive Path 2 to arrive at the trail entrance.



Figure 1 – Muddy Creek Mitigation Site Location

The following figure is of the nature trail sign once you arrive at the entrance of the trail. There are three boardwalk sections located on the map. Section 1 (circled in red below) is the boardwalk immediately left when you enter the trail, Section 2 is the northern most boardwalk, and Section 3 is the eastern boardwalk.

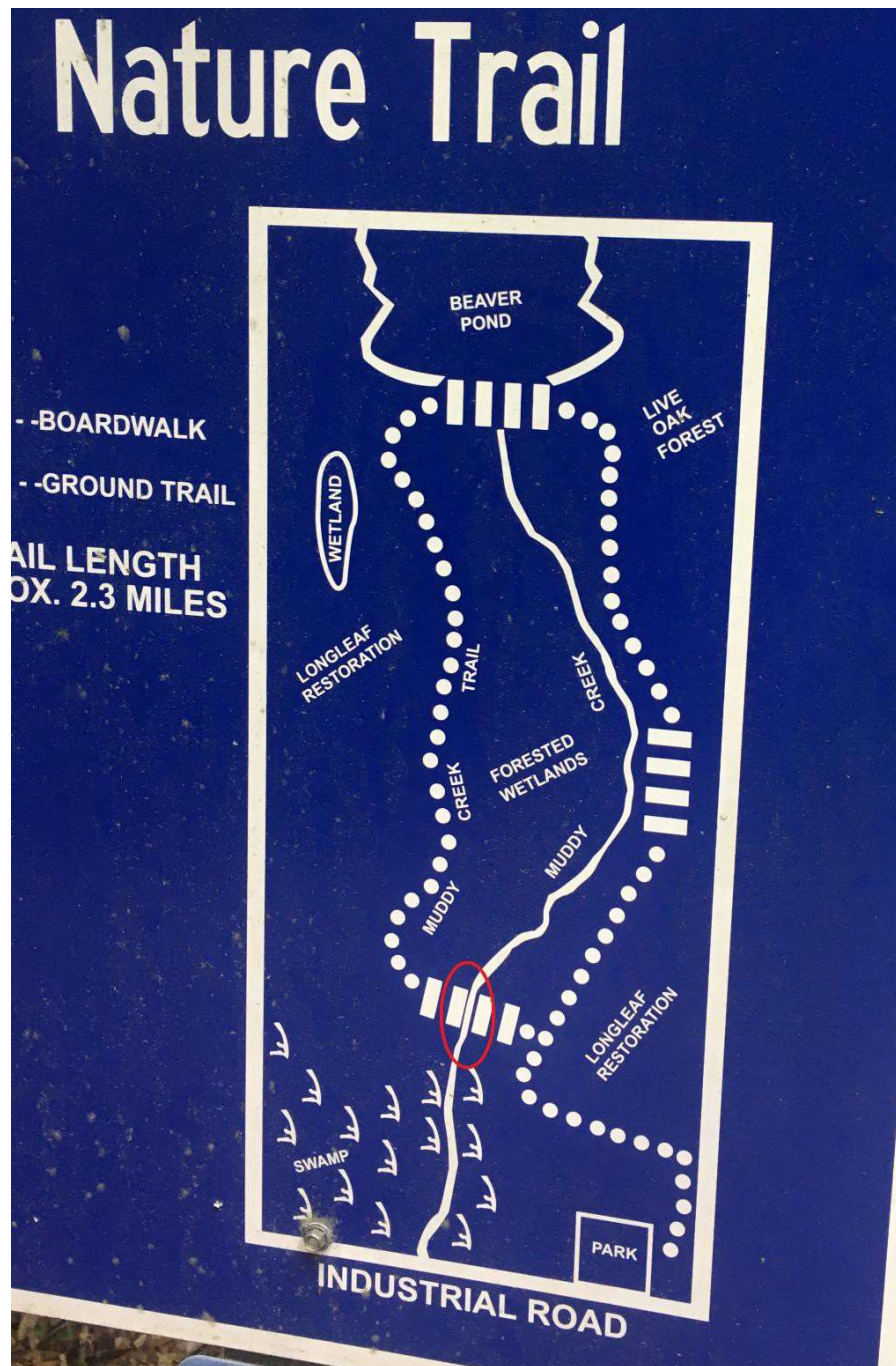


Figure 2 - Muddy Creek Mitigation Site Map Sign with location of Section 1

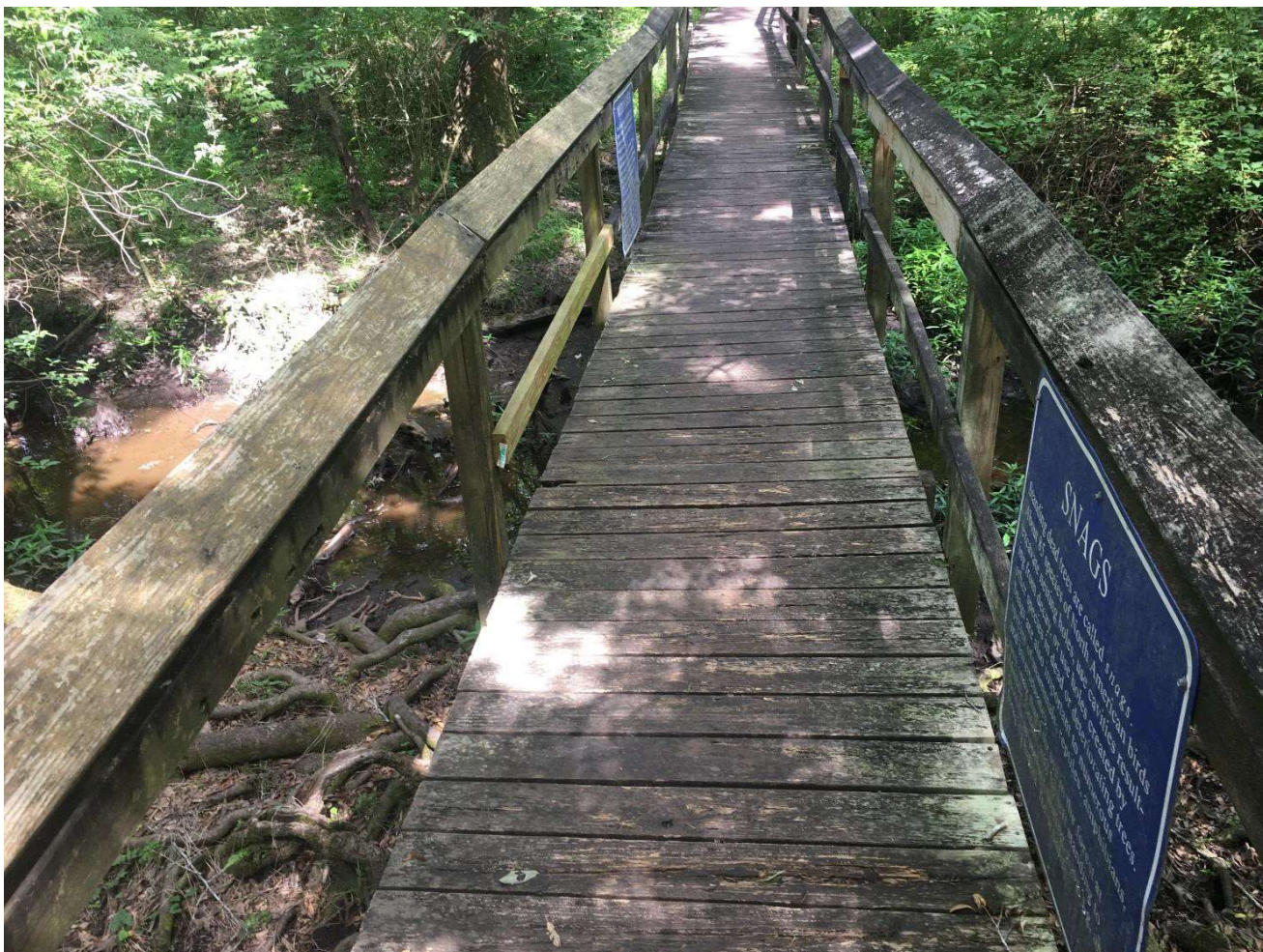


Figure 3 - *Section 1 of Boardwalk  
directly over Muddy Creek*

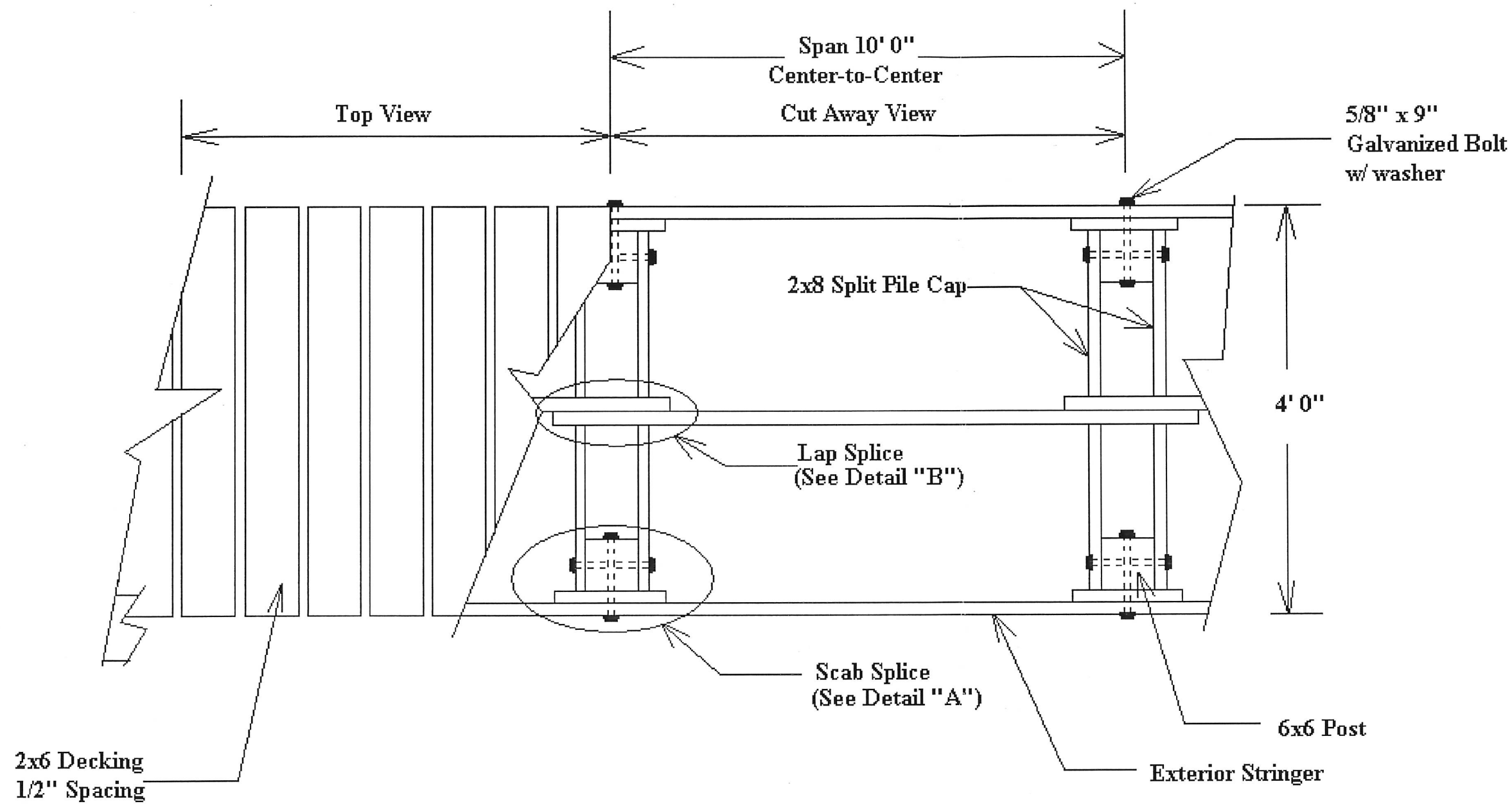


**Alabama State Port Authority**  
***REQUEST FOR BID***

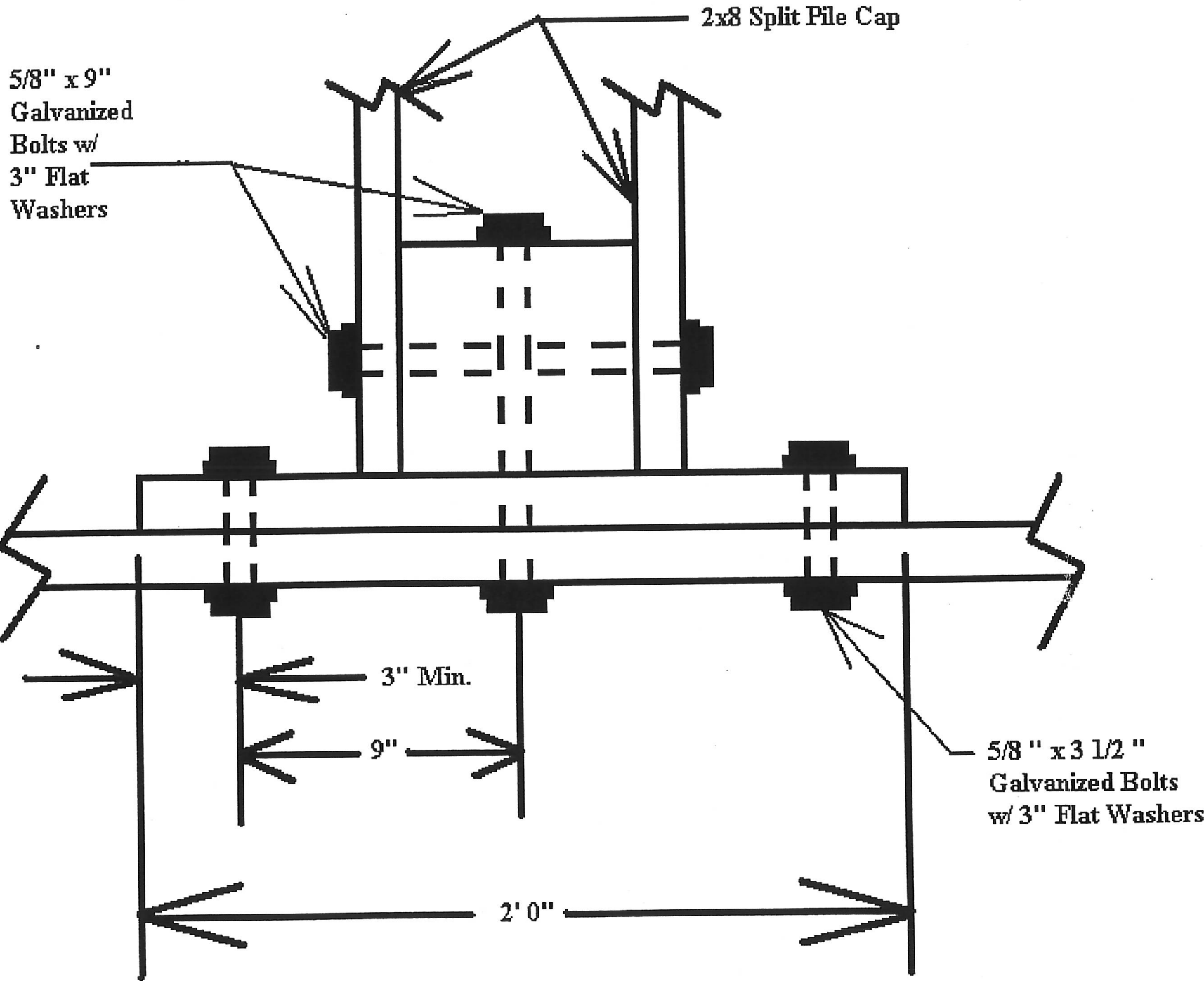
**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128      **Task #** 1

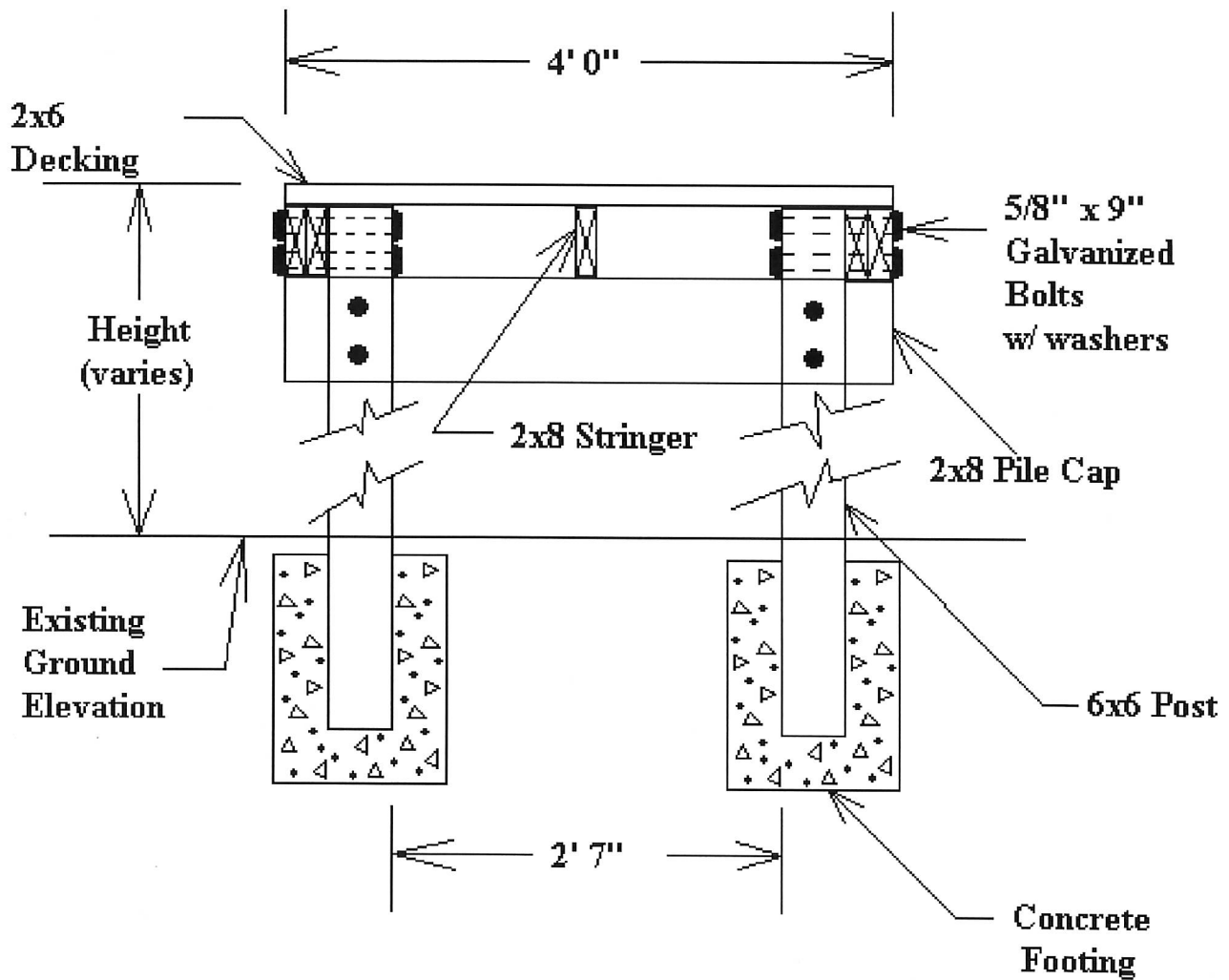
Appendix A – Wetland Boardwalk Construction Design



Detail "A" - Scab Splice



**Wetland Boardwalk Elevation  
End View**





**Alabama State Port Authority**  
***REQUEST FOR BID***

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128      **Task #** 1

Appendix B – Insurance Requirement

## **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).



**Alabama State Port Authority**  
***REQUEST FOR BID***

**Project Name** Muddy Creek Boardwalk Replacement

**Project #** 11128      **Task #** 1

Appendix C – Certificate of Compliance with the Beason-Hammon  
Alabama Taxpayer and Citizen Protection Act and Disclosure Statement

**AFFIDAVIT AND CERTIFICATE OF COMPLIANCE**

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_

\_\_\_\_\_ (state position) for

\_\_\_\_\_ (state business

entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.  
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_. Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_. Signature and Seal of Notary Public



**Alabama State Port Authority**  
***REQUEST FOR BID***

**Project Name**      Muddy Creek Boardwalk Replacement

**Project #**    11128      **Task #**    1

Appendix D – Bid Bond



## Alabama State Port Authority Specification Booklet

**Project Name**

Muddy Creek Boardwalk Replacement

**Location**

Theodore, AL

**Project #**

11128

**Task #** 1**7-25-2023**

I-6 | Page

### BID BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, that we, undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and bound unto The Alabama State Port Authority as **OWNER** 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 \_\_\_\_\_, 20\_\_\_\_.

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 Muddy Creek Boardwalk Replacement in Theodore, Alabama, PROJECT: 11128, TASK: 1 .

**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 penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its **BOND** shall in no way be impaired or affected by any extension of time within which the **OWNER** may accept such BID; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, 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	
By	