



# PORT OF MOBILE

ALABAMA PORT AUTHORITY

## Requisition and Proposal

Project Name **Buchanan Lumber**  
Project # 11305 Task # 1  
To: **Prospective Bidders**

Date: **August 2023**

Delivery of Proposal: Alabama State Port Authority Locations identified below in Bid Procedure	Delivery of Work: Alabama State Port Authority, 104 Industrial Canal Rd, Mobile, AL 36603
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Description of Work
<p>This Requisition solicits proposals for the selective demolition of buildings, pedestals, bollards and other structures together with debris removal and leveling of the site. Work will also include hazardous materials survey to the extent it is required by ADEM. Work will be in accordance with the requirements stated herein, attached sketches and specifications, attached insurance requirements, and applicable State of Alabama Laws. The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for the work described in this package.</p> <p>All Contractors submitting bids are to carefully examine the site of the proposed work by appointment only 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.</p> <p><b>Optional Pre-bid Meeting date: Friday, September 1, 2023 at 8:30 a.m.</b> Meet in the Lobby of the International Trade Center (250 North Water Street, Mobile, AL). A site visit will be included.</p> <p><b>Bid Opening date: Friday, September 8, 2023 at 2:00 p.m.</b> Follow Bid Submittal Procedure stated herein.</p> <p>The work performed under this contract shall not commence until the Contractor has submitted the following in an acceptable form: a Performance Bond, a Labor &amp; Material Bond, and a Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; Labor &amp; Material Bond 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.</p> <p>The Contractor will be required to complete the work under the Contract within 45 calendar days after receipt of a "Notice to Proceed". The work will have to be scheduled and performed in a manner that will not interfere with the operations of the facility ongoing in the immediate and adjacent areas. Work will start not later than 10 calendar days after receipt of notice to proceed. It is ASPA's intent is that work hours will be during normal day light hours.</p>



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Description of Work continued

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 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.

Time is an essential element in the contract. As the prosecution of the work will inconvenience occupants of the building 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, 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 time specified, an amount of \$100.00 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 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. In addition, the bidding company shall submit with their bid evidence that the company is enrolled in the E-Verify system. The following E-Verify website link is provided for convenience: <https://www.e-verify.gov/>

**IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:**

This project does not require contractor to obtain TWIC, ASPA credentials or ASPA vehicle stickers.



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Contractor's Proposal – Schedule of Prices			
The Contractor hereby agrees to provide specified materials and perform the specified work for the prices outlined in the following schedule. ASPA reserves the right due to budgetary constraints to remove the work in any of the areas noted.			
Description	Unit Price	Quantity	Ext. Price
1. Project Bonds and Insurance, Mobilization and Demobilization	\$ _____	L.S.	\$ _____
2. Hazardous Materials Inspection and ADEM permitting	\$ _____	L.S.	\$ _____
3. Demolition and disposal of seven covered buildings / structures indicated on plan by yellow outline	\$ _____	L.S.	\$ _____
4. Demolition and disposal of concrete pedestals and curbs	\$ _____/each	60	\$ _____
5. Demolition and disposal of concrete filled steel bollards	\$ _____/each	38	\$ _____
6. Demolition and disposal of wooden power / light poles	\$ _____/each	15	\$ _____
7. Stockpiling of concrete rubble at southwest corner of site	\$ _____	L.S.	\$ _____
8. Scraping and smoothing of concrete and gravel surfaces	\$ _____/acre	8	\$ _____
9. Provide, place and compact ALDOT B-base as directed by owner	\$ _____/ton	200	\$ _____
10. Miscellaneous to complete work as specified	\$ _____	L.S.	\$ _____
	<b>TOTAL BID</b>		\$ _____

L.S. = Lump Sum = 1  
Ext. Price = Extended Price = Unit Price x Quantity



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### Bid Procedure:

1. 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 no later than one hour prior to the Bid Opening. Thereafter, sealed bid proposals can be hand delivered to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> floor lobby, Mobile, AL no later than 15 minutes prior to the Bid Opening. Finally, sealed bid proposals can be hand delivered to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, Killian Room prior to the Bid Opening date & time where the official bid opening will be conducted. No faxed or electronic bids will be accepted. **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.**
2. 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.
3. 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.
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 directed to Pete Olivero, Project Manager, at phone number (251) 622-2688 or email [pete.olivero@alports.com](mailto:pete.olivero@alports.com)
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.





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SIGNATURES

Receipt of following addendums is acknowledged:

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

ATTACHED DOCUMENTS

Buchanan Lumber Aerial photo and Site Delineation  
Alabama State Port Authority –Insurance Requirements  
Beason-Hammon Alabama Taxpayer and Citizen Protection Act Certificate of Compliance

**Contractor’s Signature:** \_\_\_\_\_

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

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<b>Name</b>	<b>Title</b>	<b>Date</b>
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*Pete Olivero*

*August 25, 2023*

Pete Olivero, PE, PLS  
Project Manager

Date



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#### **Contractor shall adhere to the following requirements:**

1. Contractor shall engage qualified environmental inspector to perform hazardous materials survey in accordance with applicable law. Said inspection is included in the scope of work of the base bid. Hazardous material mitigation is not included in the scope of the base bid.
2. Contractor shall not disturb the west 20 feet of the site (adjacent to Industrial Canal aka Three Mile Creek). Concrete and masonry rubble may be stockpiled at the southwest corner of the site. The contractor shall remove all other debris from the site and dispose of said debris by lawful means.
3. Contractor's Proposal item 3: demolish and remove buildings and objects within or under roof down to the floor slab. All curbs, anchor bolts and other protrusions shall be cut off at or below the floor. Contractor shall not demolish or otherwise cause damage to four existing metal buildings outlined in orange.
4. Contractor's Proposal item 4: cut off and remove concrete pedestals and curbs at or below the surrounding surface.
5. Contractor's Proposal item 5: cut off and remove concrete filled bollards at or below the surrounding surface. Do not remove bollards guarding buildings that are not demolished.
6. Contractor's Proposal item 6: cut off and remove wood power and/or light poles at or below the surrounding surface. Do not remove poles adjacent to buildings that are not demolished.
7. Contractor's Proposal item 7: Concrete and masonry rubble may be stockpiled at the southwest corner of the site. Concrete stockpile shall be a minimum of 25 feet from the edge of Industrial Canal. The contractor shall remove all other debris from the site and dispose of said debris by lawful means.
8. Contractor's Proposal item 8: Contractor shall scrape organic material and debris from concrete, gravel and other surfaces as directed by Owner. Concrete surfaces are to be swept clean of debris.
9. Contractor's Proposal item 9: Contractor shall provide, place and compact crushed stone or crushed concrete aggregate conforming to ALDOT 825 B as directed by owner.
10. ASPA reserves the right to award all, some or none of the line items bid.



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Building 1 – To be demolished



Building 2 & 3 – To be demolished





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Building 4 – To be demolished



Building 5 – To be demolished







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Building 6 – To be demolished



Building 7 – To be demolished





# Buchanon Lumber Demo

Selective demolition at former Buchanon Lumber site



Thremie Creek

Canal Rd

Industrial Canal Rd





## **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, 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 Alabama State Port Authority, 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 Alabama state port authority. The Contractor shall furnish to Alabama state port authority certificates of insurance, signed by the licensed agent, evidencing required coverages. Alabama state port authority 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 Alabama state port authority 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 Alabama state port authority.**

#### **Commercial General Liability**

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 \$3,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Business 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**

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).



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