

Project Name Pier C Ridge Vent Rehabilitation

Project # 11204 Task # 2

To: Prospective Bidders

Date: November 2023

Delivery of Proposal:	Delivery of Work:
Alabama State Port Authority (ASPA)	Alabama State Port Authority, Main Docks
Locations identified below in Bid Procedure	1400 State Docks Boulevard, Mobile, AL 36603

Description of Work

This Requisition solicits proposals for rehabilitation of approximately 1070 linear feet of Pier C Warehouse Coffin (Ridge) Vents at the ASPA Main Docks in Mobile Alabama 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.

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.

<u>Mandatory Pre-bid Meeting date: Thursday, November 16, 2023 at 9:00 a.m.</u> Meet in the Lobby of the International Trade Center (250 North Water Street, Mobile, AL). A site visit will be included. All bidders without proper access credentials should contact the project manager at least 24 hours in advance to set up an escort into the facility.

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 & Material Bond, and a Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; Labor & 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.

The Contractor will be required to complete the work under the Contract within 120 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 ASPA weekday business hours.

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.



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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 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.

All documents are subject to the Alabama Open Records Law. Alabama Code - Section 36-12-40.

Subsequent to the final acceptance of this project by the Engineer, the following requirements must be satisfied by the Contractor before final payment can be made:

- a) The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
- b) The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
- c) The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- d) The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- e) If any purchased items have been incorporated in the work, the Contractor must furnish a letter on his letterhead assigning those warranties to the OWNER. Copies of said warranties shall be bound in one binder and submitted along with the letter assignment.

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/



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IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

All individuals doing any work on this project, including operators, supervisors, maintenance personnel, truck drivers, etc. must have a valid Transportation Worker Identification Credential (TWIC) card, ASPA badge and an ASPA vehicle decal with no exceptions. Information regarding ASPA's access policy is provided on the ASPA website at the link: <u>https://www.alports.com/port-access/</u>



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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	Quantity	Unit Price	Price
1.	Project Bonds and Insurance, Mobilization and Demobilization	Lump Sum	Lump Sum	\$
2.	Rehabilitation of Coffin Vents in accordance with plans and specifications herein	1070 Linear Feet	\$ Per Linear Foot	\$
3.	Miscellaneous to complete work as specified	Lump Sum	Lump Sum	\$
		TOTAL BID		\$



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Bid Procedure:

- Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 no later than one hour prior to the Bid Opening. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 9:00 AM on Friday, December 1, 2023 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor— Killian Room, Mobile, AL. No bids will be accepted after 9:00 AM. No faxed or electronic bids will be accepted. Conditional bids will not be accepted.
- Bid proposals must be submitted in sealed envelopes with the words "Bid Document Enclosed" clearly marked on the outside of the envelope. Sealed bids shall have <u>the bidder's name</u>, <u>contractor's license number</u>, <u>project name</u>, <u>and time and date of bid opening shown on the outside of the envelope</u>.
- 3. A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five percent (5%) of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.
- 4. 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.
 - e) Lack of competency, past experience, adequate machinery or lack of personnel.
- 5. 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.
- 6. The Owner may terminate the contract, or any portion thereof, for just cause by written notice to the Contractor. If the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed or started. No claims for loss of anticipated profits will be considered.
- 7. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, ASPA reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
- Any questions regarding the procurement should be directed to Pete Olivero, Project Manager, at (251) 622-2688 or email pete.olivero@alports.com. Replies will be issued by Addenda. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Deadline for submitting questions is 7 calendar days prior to bid opening.
- 9. 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.
- 10. The cost of all items ancillary to the project shall be absorbed into the cost of the bid items. No separate payment shall be made for these items.



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SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____ Addendum No. _____ Addendum No.

ATTACHED DOCUMENTS

Attached Plan Sheets G100.0, A100.0 and A100.1 Attached Pier C South Warehouse Roof Recommended Scope of Work Alabama State Port Authority – Insurance Requirements Beason-Hammon Alabama Taxpayer and Citizen Protection Act Certificate of Compliance

Contractor's Signature:		
Contractor Company		
Name	Title	Date

Pete Olivero

November 6, 2023

Pete Olivero, PE, PLS Project Manager Date

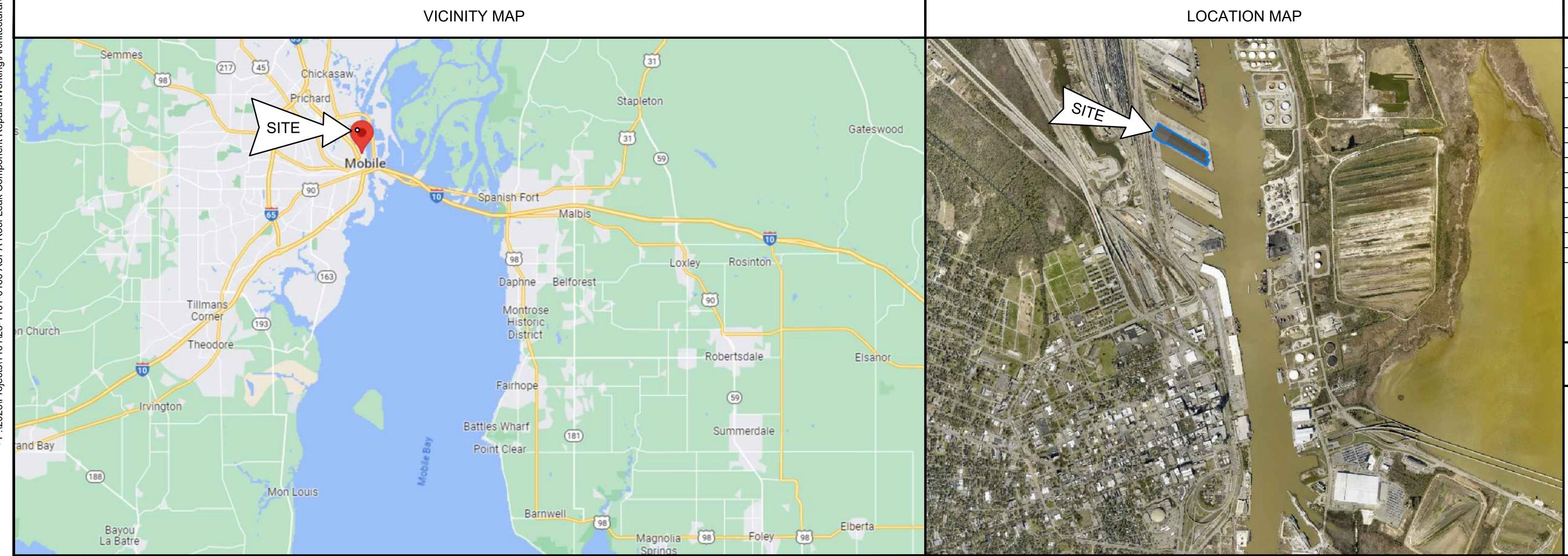


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Contractor shall adhere to the following requirements:

- 1. The Contractor shall not commence work on any portion of the ridge vent system without prior authorization from the Owner.
- 2. The Contractor shall not allow debris or other objects to fall into the warehouse without first making arrangements to protect people and cargo within.
- 3. Loose debris or other objects shall not be left on the roof deck at the end of the day or when winds might cause those objects to move.
- 4. The Owner reserves the right to award all, some or none of the line items bid.

ALABAMA PORT AUTHORITY ASPA ROOF LEAK COMPONENT REPAIRS PIER C, SOUTH WAREHOUSE

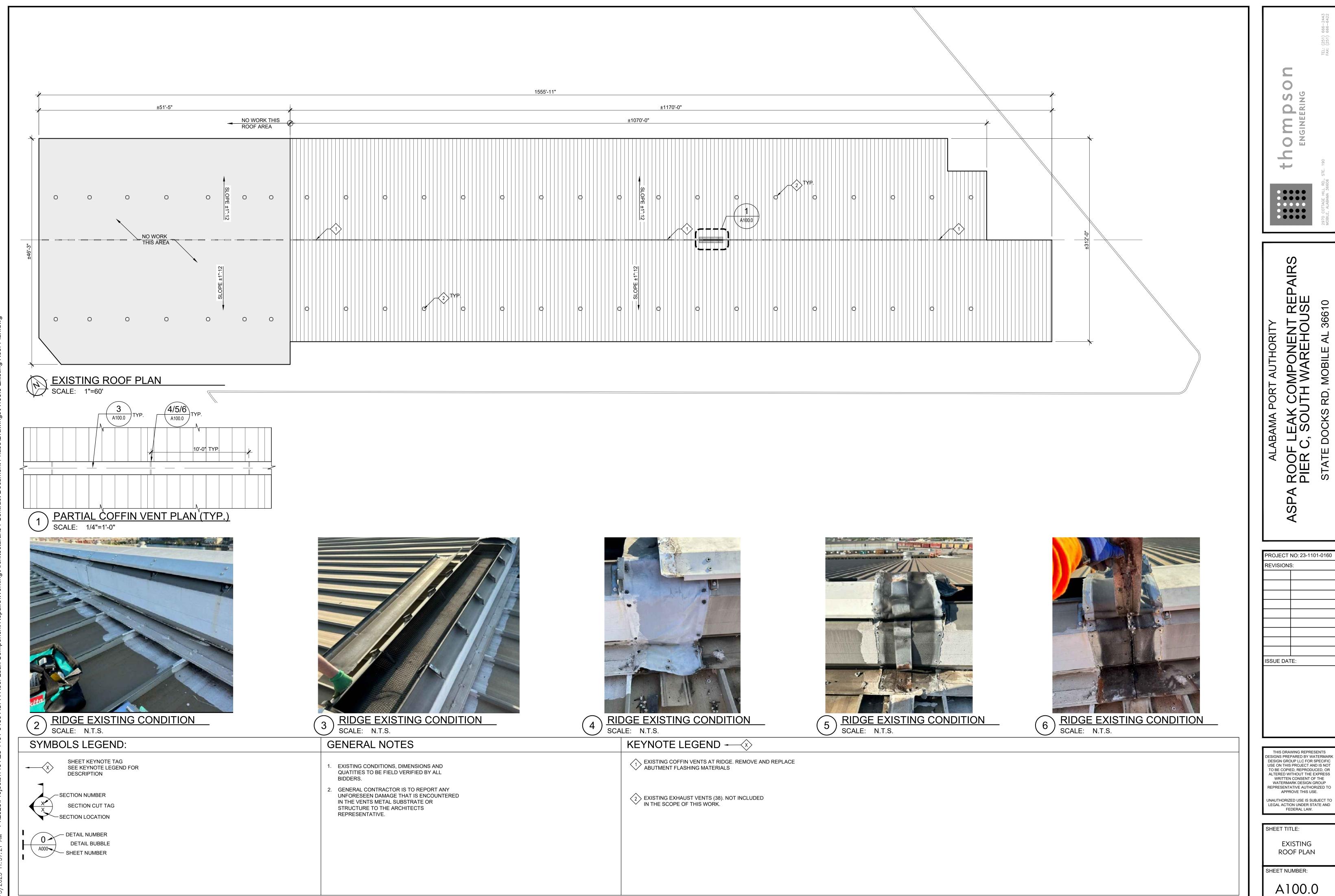


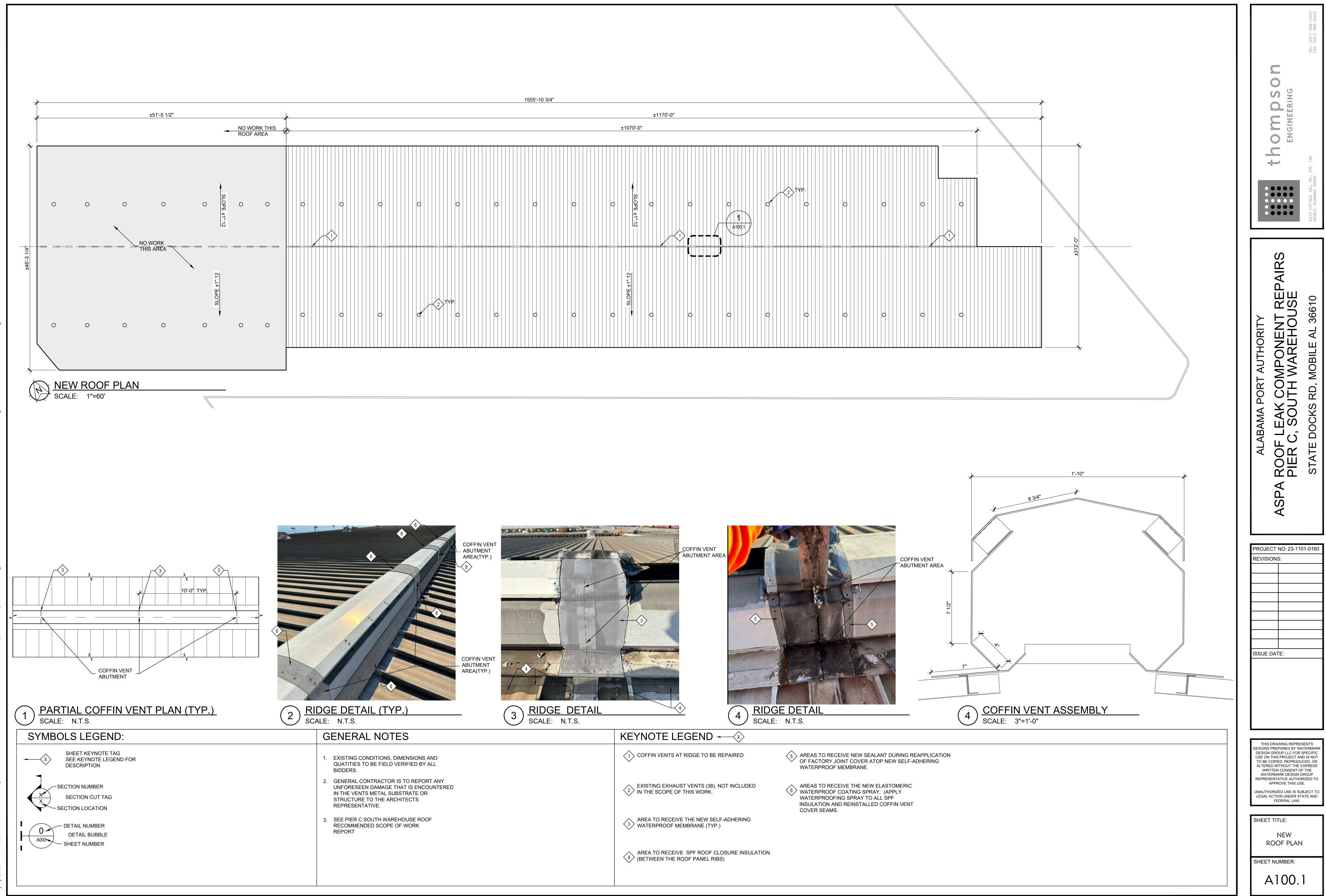
STATE DOCKS RD, MOBILE AL 36610



	DRAWING INDEX	
ENERAL		
100.0	COVER SHEET & DRAWING INDEX	
RCF	ITECTURAL	
100.0	EXISTING ROOF PLAN	
100.1	NEW ROOF PLAN & DETAILS	
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		TEL: (251) 666–2 FAX: (251) 666–6		
		2970 COTTAGE HILL RD., STE. 190 MOBILE, ALABAMA 36606		
ALABAMA PORT AUTHORITY	ASPA ROOF LEAK COMPONENT REPAIRS PIER C, SOUTH WAREHOUSE	STATE DOCKS RD, MOBILE AL 36610		
PROJE REVISI	CT NO: 23-11(ONS:	01-0160		
ISSUE DATE:				
THIS DRAWING REPRESENTS DESIGNS PREPARED BY WATERMARK DESIGN GROUP LLC FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE WATERMARK DESIGN GROUP REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.				
SHEET TITLE: COVER & INDEX SHEET				
sheet number: G100.0				







Alabama State Port Authority 250 N Water St. Mobile, Al

Pier C South Warehouse Roof Recommended Scope of Work

Report prepared for: Mr. Pete Olivero

October 2023

knowledge=ideas=impact

thompson

This contract is to remove/replace/repair the existing coffin vent abutment flashing materials on the Pier C South Warehouse roof located at The Alabama State Docks, 250 N Water St. in Mobile, Alabama.

EXISTING CONDITIONS

The current structure's roof assemblies possess an approximate footprint of 348,000 SqFt (approximately 310' by 1,170'). There is one parallel roof section abutted to the Pier C South Warehouse and separated via expansion joint; however, only components of the South warehouse roof are included in this Scope of Work. The roof system was observed to be a gable roof design with East and West facing elevations. Structural metal roof panels were observed to be mechanically fastened to the structural members below. The roof was observed to have a pitch of approximately one inch on twelve (1" on 12"). The slope of the roof was observed to be derived from the structure. Two (2) separate types of ventilation devices were observed on the roof which included one hundred six (106) coffin vents located at the ridge and thirty-eight (38) exhaust vents located throughout the two elevations. This scope of work only includes removal and replacement of specific coffin vent components.

The one hundred six (106) coffin vents (approximately 16" W by 10'L by 24"H) were noted to be mechanically fastened to the metal roof panels seams. The openings between the coffin vents and the panel flutes were observed to be sealed with solid z-closures and butyl tape. Warping, tape deterioration and closure separations were noted during field assessment. The coffin vents were observed to be directly abutted to each other (end to end); the waterproofing detail at this abutment was observed to be a vinyl based mesh fabric with metal strip reinforcements secured within the fabric. These components were atop a light gauge metal strap that covered the abutment and was mechanically fastened on both sides to each adjacent coffin vent. A third party liquid applied coating was noted to be applied around the edges of the vinyl based fabric. This coating appeared to have been a past waterproofing effort that is currently failing. Remnants of the repair coating are to be removed/cleaned as an effort within this project. The observed vinyl based mesh fabric with metal strip reinforcements appeared to be a manufacturer applied flashing and is planned to be reutilized within this project.

Upon removal of the waterproofing detail components at the coffin vent abutment, the previously concealed areas and components were observed to corroded and displaying signs of prolonged exposure to moisture.

The building is approximately 45 feet at its highest point. Only accessible by third party means (man lift, scaffolding, etc.). The finished elevation around the perimeter of the structure was observed to be concrete and/or asphalt.

The roofing system appeared to be in good condition with little to no deficiencies noted throughout the roof system. Ensure proper safety parameters are in place prior to the start of demolition. *Contractor to field measure and verify all documented dimensions.*

WORK DESCRIPTION

Work includes furnishing all materials, labor and equipment necessary and required for the completion of the application of roofing as indicated on the construction drawings and specified herein. The scope of work includes but is not necessarily limited to the following items:

- 1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a water tight/temperature safe environment prior to installation as per manufacturers' recommendations.
- 2. Remove the metal vent shrouds from the tops of the ridge vents by removing the existing fasteners. Only remove where work is scheduled to be performed each applicable day. Special care should be taken to prevent any damages to the existing metal vent shrouds so they may be re-installed upon completion of the

Pier C South Warehouse Roof Summary of Work

repairs described herein. Contractor should ensure that removed components are staged/secured in such a manner to prevent the components from being blown from the roof. Removed fasteners should be discarded and replaced by a fastener with a shank diameter one size larger than that of the removed fastener. The new fastener type/design should be similar to the removed and utilize a waterproofing compression washer. Any remaining sealants and/or coatings still adhered to the shroud(s) should be cleaned/removed prior to reinstallation. The existing fastener holes should be utilized during re-installation of the metal vent shrouds via new fasteners.

- 3. Remove the vinyl mesh covering at each ridge vent abutment (approximately 10' O.C. spacing). Special care should be taken to prevent any unnecessary damage to the abutment covering so it may be re-installed post-repair. Removed fasteners should be discarded and replaced by a fastener with a shank diameter one size larger than that of the removed fastener. The new fastener type/design should be similar to the removed and utilize a waterproofing compression washer. Bulk remaining sealants and/or coatings still adhered to the covering should be cleaned/removed prior to reinstallation. The existing fastener holes should be utilized during re-installation of the ridge vent abutment covers.
- 4. Metal straps currently cover the open abutment between each coffin vent. These straps will not be reutilized within this repair project. Remove and discard the light gauge metal straps at each of the ridge vent abutments.
- 5. Clean the surface of the metal coffin vents where new self-adhered membrane (SAM) is to be applied (Clean per SAM manufacturers specifications). Contractor should utilize a wire hand brush and/or wire wheel to remove all surface corrosion and/or scale; this should be performed in such a manner as to maintain the integrity of the material. Once the surface corrosion and/or scale has been successfully removed per the SAM manufacturer specifications; the contractor should utilize EternaClean or a non-residue cleaner such as acetone or lacquer thinner to remove any foreign material such as oil, grease, dust, or dirt from the material prior to application of repair materials per the manufacturers product data sheet.
- 6. Apply EternaPrime to the prepared surface of the vent abutments to cover the entire area prior to application of the repair material. The EternaPrime should be applied in accordance with the SAM manufacturers recommendations. Contractor should ensure the surface of the vent is clean and dry prior to application of the primer.
- 7. Install 12" wide EternaBond RoofSeal/OneStep (*No alternate material will be accepted*) over the repair area, removing the release liner gradually to prevent contamination of the adhesive prior to application. Rub or roll with pressure using the applicators hand or a steel roller to activate the bonding process. Various sizes of rollers may be needed due to several tight locations at the base of the vents. The repair materials should be centered on each metal ridge vent abutment and should saddle the entire joint from bottom edge to bottom edge of the opposite side of each respective vent. When centered on the vent abutments, approximately 6" of material should extend horizontally inboard from the abutment. The material may be applied to clean, dry, and primed surfaces from 150°F to -20°F ambient.
- 8. Apply a continuous bead of exterior commercial grade silicone sealant (*such as DOW 790*) to aline with the pre-drilled metal reinforced surfaces of the vinyl based mesh fabric covering. The sealant should maintain continuity around the entire perimeter of the manufacturer vinyl based mesh fabric covering and the Eternabond material. Re-install the previously removed and cleaned vinyl mesh covering while the freshly applied sealant is still "wet". Mechanically fasten the vinyl based mesh fabric covering back into place utilizing a new fastener with a shank diameter one size larger than that of the removed fastener.

23-1101-0160

Pier C South Warehouse Roof Summary of Work

The new fastener type/design should be similar to the removed and utilize a waterproofing compression washer. Tool the sealant bleed out at the edges to ensure a continuous sealant joint around the entire perimeter edge.

- 9. Apply HandiFoam HD Low-pressure spray polyurethane foam (SPF) or equal at the roof panel to vent closure void. Ensure the sprayed foam fully fills the entire void. Contractor should maintain conditions per the respective manufacturers product data sheet. SPF density recommendations should be between 2.5 and 3.1 pounds per feet.
- 10. Apply two coats of high solids silicone waterproof roof coating over the entire length of the panel to vent closures where the new spray polyurethane foam was applied. Continue coating application centered on the vent shroud overlaps spanning across the entire lap joint at each abutment. Acceptable coatings should have a minimum elongation of 200% and application thickness ranging between 20 and 40 mils *(such as NEOGARD 7870)*. Coatings should be applied per the manufacturers recommendations.

GENERAL

It is the responsibility of the Contractor to investigate to the fullest extent the existing conditions and scope recommendations associated with this project prior to submitting a bid. All construction and construction actions shall comply with any and all Alabama State Port Authority (ASPA), local, and state safety codes/requirements.

Contractor shall supply, receive, off-load and maintain all materials and equipment needed to support and achieve the work described above.

All equipment necessary to perform the work shall be provided by the Contractor. The use of ASPA's equipment and personnel are not permitted.

The Contractor shall protect the building components and surrounding property from any damage directly or indirectly related to the construction activities and provide all require construction barriers required by this work to protect the Contractors and ASPA's property and personnel. The Contractors bid should include all mobilization, safety, overhead equipment, materials installation equipment, personnel and profit fees to perform the work described.

A preliminary bid meeting will be held to walk the site and discuss the recommended scope of work. Contractors' limits for storage and staging shall be established at the preliminary bid meeting and accounted for in the Contractors' cost proposal.

A construction schedule shall be submitted with the bid. The schedule should include all anticipated mobilization, equipment delays, weather delays, holidays and conflicts. The construction period shall not exceed 90 days from award of contract.

A two (1) year contractor material and labor warranty shall be provided.

A manufacturer's warranty shall be provided to each respective products.

The contractor is required to verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.

23-1101-0160

Pier C South Warehouse Roof Summary of Work

QUALITY CONTROL

The individual designated as the roofing job foreman or superintendent must have a minimum of five (5) years' experience in the roofing trade with specific experience and certification from the manufacturer of the approved roofing system. The designated person must be familiar with the Plans and Specifications, Approved Submittals, and other documents affecting the technical portion of the work. Copies of these documents must be on the job site and available for reference at all times.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water or ultra violet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted to the Owner and Consultant no later than 24hrs after each work shift. Each report should contain a minimum of:

- 1. Schedule and Weather; shifts start / end time for the day; number, craft and skill level of workers on site; weather conditions.
- 2. Compliance of material verification before installation.
- 3. Inspection of substrates and equipment before application work.
- 4. Inspection of component placement and application methodology.
- 5. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, approved submittals and change orders shall be marked and be immediately removed from the project.

QUALITY ASSURANCE

The Owner has the right to provide random Quality Assurance Inspections. If the random Quality Assurance Inspection indicates that a full time Quality Assurance Inspection is required to assure the Quality Control is being properly performed for the repair process in accordance with standard practices as determined by the Consultant, the Owner shall notify the Contractor that Full Time Quality Assurance is being implemented. The Contractor shall be fully responsible for the cost of Full Time Quality Assurance. Hours would be documented and a deductive Change Order to the Contract would be issued. A Change Order would be issued to the Owners Quality Assurance Agency for the additional costs.

- END OF SECTION -

REPAIR COMPONENTS

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
 - A. Drawings A100.0/A100.1

1.2 PRODUCTS

- A. Section Includes:
 - 1. EternaBond RoofSeal/OneStep
 - 2. EternaPrime
 - 3. HandiFoam HD or Equal
 - 4. NEOGARD 7870 or Equal
 - 5. DOW 790 or Equal

1.3 INFORMATION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data sheets for each applicable component to include manufacturers recommended storage and application limitations.

PART 2 - PRODUCTS

2.1 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 - 1. New fastener with a shank diameter one size larger than that of the removed fastener. The new fastener type/design should be similar to the removed and utilize a waterproofing compression washer.

PART 3 - EXECUTION

- 3.1 INSTALLATION, GENERAL
 - A. Install/apply all specified components per manufacturers specifications atop all properly cleaned and/or prepared substrates as recommended.

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 Sate 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 <u>any auto</u> 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).

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.

<u>BUSINESS ENTITY</u>. 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.

<u>EMPLOYER.</u> 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