



**Alabama State Port Authority**  
**Requisition and Proposal**

**Project Name** PIER 8 DAMAGE by MV City of Hamburg 6-13-23

Project No. 11392 Task No. 01

**To:** Prospective Bidders

**Date:** March 2024

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u>  Alabama State Port Authority (ASPA)  Location identified below in Note #1</p>	<p><u>Delivery of Performance of Work:</u>  Alabama State Port Authority Main Docks  Pier 8  Mobile, AL</p>
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<b>Description of Work</b>
<p>This requisition solicits proposals for construction services to remove and replace damaged elements of the Pier 8 fender system as specified in the attached pictures, drawing, and scope of work. All work shall be in accordance with the requirements stated herein, Scope of Work Specifications, Reference documents and drawings, Insurance Requirements and applicable State of Alabama and Federal Laws. The project site is located at Pier 8 on the Alabama State Port Authority Main Docks facility in Mobile, AL.</p> <p>The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for the removal of damaged elements of fender system, purchase and installation of new fender system components and disposal of all removed materials associated with the work. The project includes, but is not limited to, the purchase and installation of 12”X12” timbers, 6”X8” timbers, HP10x42 steel wale, bolts, and all associated hardware. All materials, labor, tools, rigging and equipment necessary to perform the work shall be included by the Contractor in the proposal. It is the Contractor’s responsibility to field verify all dimensions and site conditions essential for the successful completion of the work. The Contractor shall not be entitled to any additional compensation for any work or expense resulting from the neglect of verifying all existing site conditions.</p> <p>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 a current license from the State Licensing Board for General Contractors, Montgomery, AL with the classification of <b>(H/RR) Heavy/Railroad, (H/RR-S) Specialty Construction-Marine Construction, or (H/RR-S) Piers.</b></p> <p>AN OPTIONAL pre-bid meeting is scheduled for Tuesday, April 9, 2024 at 9:00 a.m. at the east end of Pier 8 on the Main Docks Facility. <b>All bidders without proper access credentials must contact the project manager at least 24 hours in advance to set up an escort into the facility.</b> Electing to not visit the site before bidding will not relieve the prospective bidders from the previously stated requirements regarding the submission of a proposal.</p>



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The work performed under this contract shall not commence until the Contractor has submitted a Performance Bond, Labor & Material Bond, and Certificate of Insurance in an acceptable form. Performance Bond and Labor & Material Bonds shall be in an amount equal to 100% of the contract price; Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.

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 will be required to complete the work under the Contract within 150 calendar days after receipt of a "Notice to Proceed". Work will start and the Contractor will be required to furnish proof of purchase of materials and a construction schedule within 10 calendar days after receipt of 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. ASPA intent is that work hours will be during normal day light hours.

ASPA cargo handling operations take priority over construction activities, therefore the Contractor will be required to relocate his operations as necessary to facilitate marine vessel berthing. ASPA Operations will make every effort to inform the Contractor of the vessel berthing schedule as far in advance as possible. For information purposes only, vessels berth in this location approximately 4 times per month. The work area is directly adjacent to active wharfs with marine and land activity in the general vicinity of the work area, thus the Contractor must coordinate closely with ASPA Engineering and Operations personnel to schedule work activities to ensure that they do not interfere with normal operations. Notice is given that cargo operations takes precedence over construction activities. The Contractor shall plan work activities in such a way as to keep the maximum amount of wharf area orderly and accessible during all phases of the project. The Contractor must provide a high visibility temporary barrier to delineate the limits of construction activities on the berth at all times. The Contractor must capture and dispose of all waste materials generated by the construction activities. No debris will be allowed to fall into the water below. The Contractor is responsible for the disposal of all waste materials associated with 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. It is the responsibility of the Contractor to become familiar with all conditions affecting the nature and manner of the work.

The Contractor will agree to comply with the safety rules, standards and regulations of the Federal Occupational Safety and Health Administration (OSHA) applicable to each of its operations, and to those established and recommended safety standards inherent in the industry; and to comply with U.S. Coast Guard regulations applicable to waterfront facilities and the policies of the Alabama State Port Authority while occupying any property of the Alabama State Port Authority.



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The Alabama State Docks is a full time operating facility; operating 24 hours a day, 365 days a year, including nights, weekends and holidays. The successful Contractor will be required to familiarize itself with and conform to all Port safety requirements and procedures.

Time is an essential element in the contract. As the prosecution of the work will inconvenience the tenant 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 \$500.00 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 ACCESS TO ASPA RESTRICTED FACILITIES:**

The Alabama State Port Authority's Access Policy is provided on the ASPA website and in the links below:

<https://www.alports.com/port-access/>

ALL persons working on this project are REQUIRED to have valid access credentials to include: 1) A TWIC Card 2) ASPA Badge 3) ASPA Vehicle Decal.

### **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 along with proof of the contractor's enrollment in the e-verify program. The following E-Verify website link is provided for convenience:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).



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<b>Contractor's Proposal</b>				
The Contractor hereby agrees to perform the specified work for the prices outlined in the following schedule. All items listed shall be performed in accordance with this requisition and proposal and all referenced documents.				
<b>Description</b>	<b>Est Qty</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Value</b>
1. Project Mobilization	1	LS	LS	\$ _____
2. Bonds, Insurance & Port Access Credentials.	1	LS	LS	\$ _____
3. Removal & Disposal of damaged timbers, steel wale, and mounting hardware on face of Pier 8 as specified in the attached pictures and scope of work.	1	LS	LS	\$ _____
4. Remove & Reinstall existing rubber fender elements and hardware.	1	LS	LS	\$ _____
5. Remove & Reinstall undamaged timbers and Replace hardware.	1	LS	LS	\$ _____
6. Furnish & Install steel wale and mounting hardware as specified in the attached pictures and scope of work.	1	LS	LS	\$ _____
7. Furnish & Install 12"x12" timbers and mounting hardware as specified in the attached pictures and scope of work.	1	LS	LS	\$ _____
8. Furnish & Install 6"x8" timbers and mounting hardware as specified in the attached pictures and scope of work.	1	LS	LS	\$ _____
9. Demobilization	1	LS	LS	\$ _____
<b><u>TOTAL BID</u></b>				\$ _____



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### NOTES:

1. 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 by 1:30 P.M. on Thursday, April 25, 2024. Sealed bid proposals can also be hand delivered to the 1<sup>st</sup> Floor ITC Killian Room starting at 15 minutes prior to the official bid opening at 2:00 PM on Thursday, April 25, 2024 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> floor, Mobile, AL. No bids will be accepted after 2:00 P.M. No faxed or electronic bids will be accepted. Conditional bids will not be accepted.
2. 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 **the bidder’s name, contractor’s license number, project name, and time and date of bid opening shown on the outside of the envelope.**
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.
8. Any questions regarding the procurement should be directed to Matthew Thomas, P.E., Project Manager, at phone number (251) 441-7242 or email matthew.thomas@alports.com.
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 Contractor must provide a high visibility temporary barrier to delineate the limits of construction activities on the berths at all times.
11. 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. \_\_\_\_\_

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

**REFERENCED DOCUMENTS**

- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act
- Pictures – 11392\_Pier 8 Fender Replacement
- Drawing – 11392\_Pier 8 Fender Replacement

**Contractor's Signature:**

**Contractor**

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

Name	Title	Date
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Signature of Party Originating Requisition:

Matthew Thomas, P.E. Project Manager	Date
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### **SCOPE OF WORK SPECIFICATIONS**

#### **SECTION 501 GENERAL PROVISIONS**

The following detail Specifications, taken in conjunction with the pictures and drawing, describe the work to be performed by the Contractor. They amplify and explain most items in connection with the work, but do not alter the scope of same as described elsewhere in this requisition.

All materials used in the work, which are not described specifically, shall be of the best quality that it is customary to employ in construction of the character involved. The following details are not necessarily complete in the description of all items entering into the work but are intended to furnish a basis for acceptance of the more important items. Other details shall be consistent with them.

Any detail which may be incomplete or lacking in the pictures, drawing, and specifications shall not constitute claim for extra compensation. Such detail shall be supplied by the Contractor and submitted to the Engineer in advance of its requirement on the job. The true intent of the plans and specifications is to produce a complete working system and incomplete detail will not abrogate this intent.

It is the intent to follow the pictures, drawing, and specifications closely in all details, elevations, dimensions, etc., but it is understood that alterations may be required to conform to local conditions and that such alterations must be of the same character of construction as that specified. Workmanship shall be of the best quality in each class of work.



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### SECTION 502 SUMMARY OF THE WORK

#### 502-01 SUMMARY

This section includes work covered by the Contract Documents and identifies the work sequence.

#### 502-02 WORK COVERED BY THE CONTRACT DOCUMENTS

The work consists of the following:

1. Mobilization of supplies, equipment, and personnel to site for project execution.
2. Removal & Disposal of damaged timbers, steel wale, and mounting hardware on face of Pier 8 as specified in the attached pictures and scope of work.
3. Remove & Reinstall existing rubber fender elements and hardware.
4. Remove & Reinstall undamaged timbers and Replace hardware.
5. Furnish & Install steel wale and mounting hardware as specified in the attached pictures and scope of work.
6. Furnish & Install 12"x12" timbers and mounting hardware as specified in the attached pictures and scope of work.
7. Furnish & Install 6"x8" timbers and mounting hardware as specified in the attached pictures and scope of work.
8. Demobilization from site.

#### 502-03 WORK SEQUENCE

Insofar as practical, the order of work will be as scheduled by the Contractor and approved by the Project Engineer. The Contractor is required to submit a tentative schedule detailing the sequence of events and time frame for Contractor's activities. Contractor's attention is directed to the fact that the facility's cargo handling operation is a priority item, therefore, close coordination with ASPA Operations and the project engineer is required. All fabrication is to be completed before the Contractor occupies the berth.

#### 502-04 ACCESS FOR EQUIPMENT AND TRAFFIC

It is ASPA's intent to have full use of berth surface area for storage, traffic, and cargo handling operations during the life of this contract, thus it will be necessary for the Contractor to coordinate his operations and make suitable provisions to accommodate such. Interruption or restriction of cargo handling operations will not be permissible.

#### 502-05 VERIFICATION OF EXISTING CONDITIONS

It is necessary for the Contractor to verify all existing conditions affecting the work. The Contractor is to familiarize self with all aspects of the project, particularly existing conditions, elevations, and surrounding activities.

#### 502-06 ORDER OF WORK

It is essential that ASPA utilize its berth and warehouse space in the most efficient manner practical. Therefore, the Contractor work described within these Specifications must be completed within the time allotment given. The Contractor shall so schedule his operations to complete the work accordingly.





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### **SECTION 503 REMOVAL WORK**

#### **503-01 SCOPE**

This section covers the removal of all fender components within the limits shown and damaged fender items which are designated in the pictures. This shall include the following:

- All components of the existing fender system shown on the contract drawing and pictures.
- All hardware and accessories. Items designated to be reused must be maintained by the contractor.
- Any minor items which may not be shown or specified herein, but which are found to interfere with replacement work.

#### **503-02 PROTECTION OF EXISTING STRUCTURES**

The removal and disposal work required under this Contract shall be performed in such a manner so as not to damage any existing structures and any damage thereto by the Contractor's operation shall be repaired by the Contractor at no cost to ASPA. The load capacity of the existing pile-supported wharf is estimated at 1000 psf for uniformly distributed loads over surface. The Contractor shall take necessary precautions to avoid overloading this structure.

#### **503-03 REMOVAL OF TIMBERS, STEEL WALE, AND HARDWARE**

The existing timber cribbing system and steel wale shall be removed within the areas designated on the referenced drawings. Removed rubber fenders shall be retained for use with the new fender system. Existing eyebolts embedded in the concrete and all corresponding undamaged hardware (including chain assemblies) shall also be retained for use with the new fender system. All removed material shall become property of the Contractor and disposed in accordance with all governing laws and regulations outside ASPA property.



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### SECTION 504 FENDER SYSTEM

#### 504-01 SCOPE

The work covered by this section shall consist of furnishing all plant, labor, materials, tools, equipment and incidentals necessary for the installation of new fender system as indicated on the referenced pictures and drawing and/or specified herein.

#### 504-02 GENERAL

The Contractor shall visit the premises to thoroughly familiarize self with all details of the work and working conditions, to completely survey and verify all dimensions in the field, and to advise the Project Manager of any discrepancies.

Complete shop drawings showing exact field dimensions shall be submitted to the Project Manager for review before fabrication. The Contractor shall be responsible for all errors of detailing, fabrication, and for correct fitting of the fender system.

#### 504-03 MATERIALS

All materials shall be new and conform to the following:

- A. Treated Timbers: All timbers shall be rough size, not to exceed nominal dimensions, treated Southern Pine. Timbers shall be completely fabricated to length with all holes, counterbores, chamfers and other cuts made prior to treatment. All timbers shall be Dense No. 1 in accordance with Southern Pine Inspection Bureau Rules Latest Revision. Timbers shall be pressure treated in accordance with AWPA Standard C-18, Pressure Treated Material in Marine Construction. Preservative shall be CCA minimum net Assay retention of 0.80 pcf.
- B. Steel Wale: Steel wales shall be a high strength low alloy steel conforming to ASTM A572 Grade 50.
- C. Steel Plates: Steel plates attached to wales by welding shall conform to ASTM A36. Welding rods compatible with the base metal shall be used for all welding on wales.
- D. Steel Washers shall be commercial grade and hot-dip galvanized as specified for unfinished bolts and nuts.
- E. Bolts and Nuts:
  1. Lag bolts shall be a commercial grade galvanized as specified for unfinished bolts and nuts.
  2. Unfinished bolts and nuts shall be used to connect the timber blocking wales to steel wales and piling. Unfinished bolts and nuts and fabricated threaded rods with plate washers shall be installed in existing pipe sleeves. They shall conform to ASTM Standards A307 "Low-Carbon Steel Externally and Internally Threaded Standard Fasteners", Grade A. Bolts, nuts, and washers shall be galvanized in



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accordance with ASTM Standard A153, Zinc Coating (hot-dip) on Iron and Steel Hardware, Class B-1 coating.

3. High strength bolts and washers shall be used to connect the steel wales to piles and to splice steel wales. They shall conform to ASTM A325 and shall be hot-dip galvanized as specified for unfinished bolts and nuts, Class C.
  
- F. Rubber Fender Units. Contractor shall reuse the existing rubber fender units.
  
- G. Chain Assemblies. Existing chains are to be reused.
  
- H. Sand-Asphalt Topping. Sand pitch shall be a mixture of asphalt roofing tar and concrete fine aggregate (sand) mixed in the proportion one (1) part asphalt to one (1) part sand by volume, unless otherwise directed by the Engineer. The asphalt shall be heated in a roofers kettle or by other approved means until it reaches a molten form of such consistency to permit mixing with sand.
  
- I. Protective Coating. All new steel components shall be cleaned and coated with one coat of Sherwin Williams Macropoxy 646 Black. Surface preparation and coating application shall be performed as per paint manufacturer specifications. Should the construction activity damage the coating the coating shall be repaired.

### **504-04 FABRICATED STEEL ITEMS**

- A. General: Fabricated steel items shall be in accordance with the details shown on the drawings. Welds in all items shall be ground smooth where exposed in the finished construction. All items shall be completely fabricated prior to hot-dip galvanizing. Installation shall be in accordance with the referenced drawings and/or approved shop drawings.
- B. Measurement: Prior to any fabrication, the Contractor shall accurately measure the face of the existing wharf, prepare shop drawings reflecting actual field measurements, and fabricate all items to properly fit without field alteration.

### **504-05 RUBBER FENDER UNIT INSTALLATION**

The fender units shall be attached to steel wales prior to installing wood fillers in wales using galvanized 1" bolts, elastic stop nuts and washers. The mounting bolts shall be tightened to firmly seat fender units against the wide flange.

### **504-06 SAND-ASPHALT TOPPING INSTALLATION**

Sand-asphalt mixture shall be heated in a roofer's kettle or by other approved means. The mixture shall be hot and pliable at the time of application. Only that amount that can be maintained at such temperature to permit mixing and placing will be mixed at one time. The Contractor shall prepare samples not less than 36" long in place for the approval of the Engineer prior to placing the permanent



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topping. After framing of the fender system has been completed, the top of the filler, blocking, and wale as shown on drawings shall be given a troweled topping of sand-asphalt not less than ½" thick. The troweling process shall combine both finishing and compacting the mixture to provide a smooth and dense topping.

### **SECTION 505 REFERENCED DRAWINGS AND PICTURES**

#### **505-01 LIST OF DRAWINGS AND PICTURES**

1. Pictures – 11392\_Pier 8 Fender Replacement
2. Drawing – 11392\_Pier 8 Fender Replacement

## **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).

TSV Pier 8 Fender Damage  
Project 11392.1 Matt Thomas  
KDM 2-2-24

**Ocean Marine**

In the event work involves the use of watercraft in the completion of the contract, the Contractor shall provide Protection and Indemnity coverage, including crew, in an amount not less than \$1,000,000 for each loss.

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



River view of damaged wale fender system









Note the cracks in the 6"x8" timber that sits in the steel wale

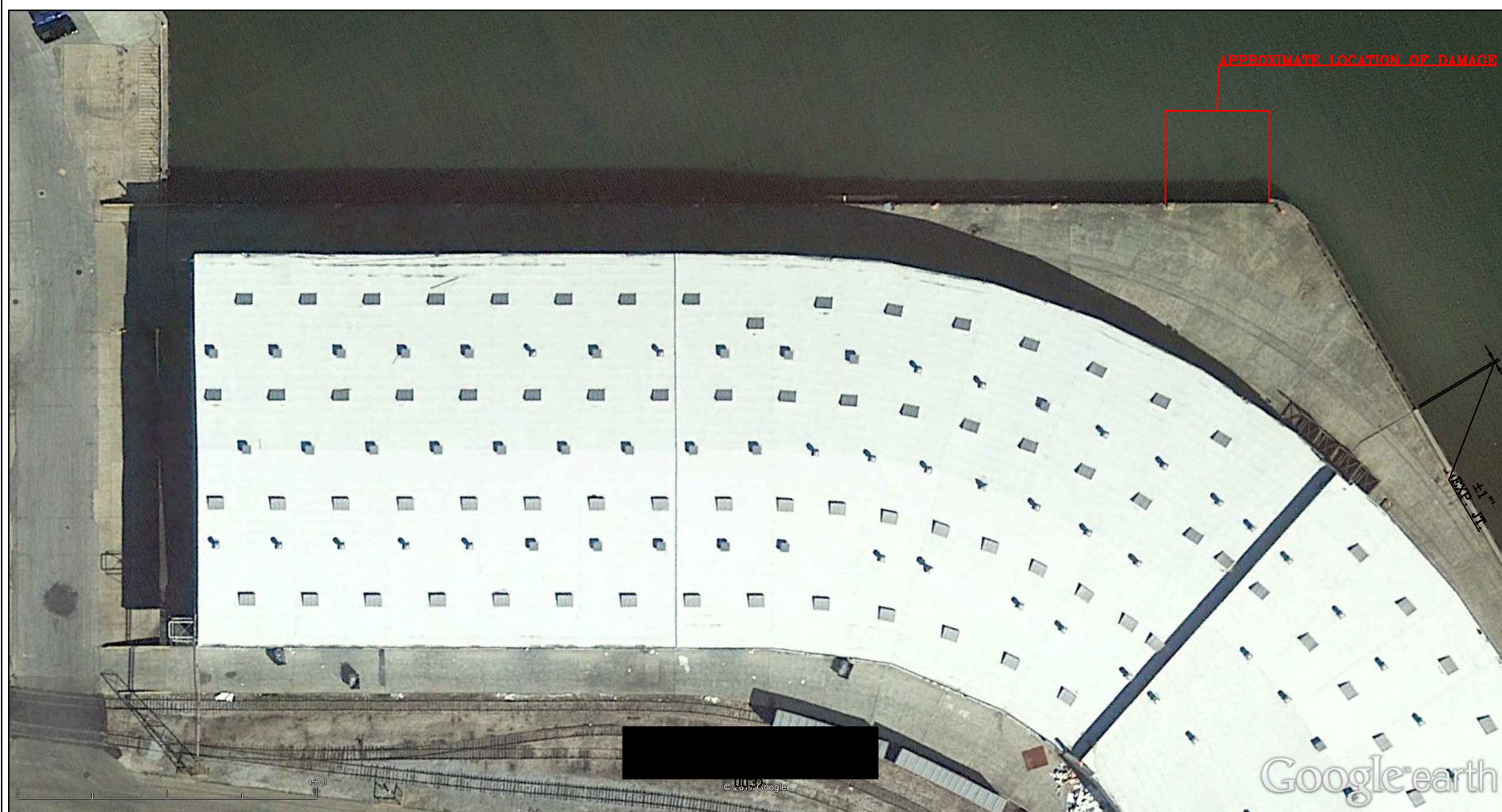
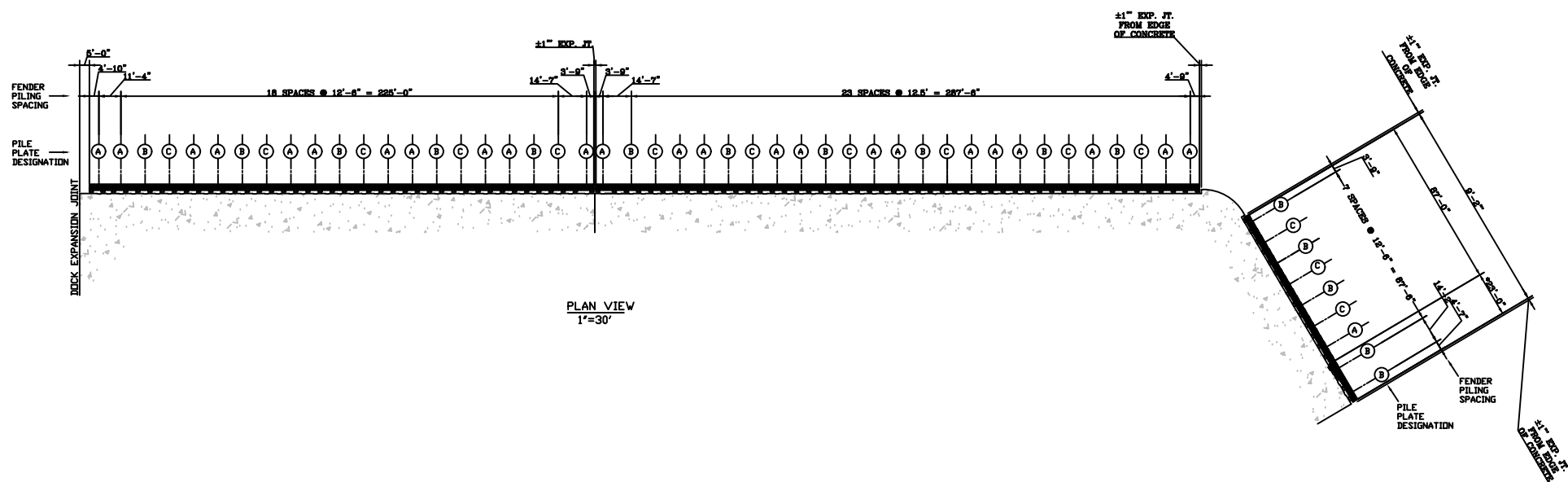


Side view of steel wale



Plate connection for horizontal steel wale to vertical pile

For Reference Only



REV NO.	DATE	BY	REVISION

<b>ALABAMA STATE PORT AUTHORITY</b> MOBILE, ALABAMA						
<b>GENERAL CARGO/INTERMODAL          PIER 8 FENDER REPLACEMENT          GENERAL ARRANGEMENT</b>						
DWG BY:	DATE:	BY:	DATE:	BY:	DATE:	SCALE:
						AS SHOWN
CHKD. BY:	DATE:					DRAWING NO.:
						11392-001

For Reference Only  
Contractor to field verify  
all conditions.

Remove steel wale and the nestled 6"x8" timber.  
6"x8" timber will need to be cut back past the  
splice point to allow for welding water.  
Approx. 23'-6" of 6"x8" timber to be replaced.  
Contractor to field verify what is necessary for  
weld clearance.

NOTES:

1. Three rubber fenders will need to be removed and  
reinstalled (DO NOT DISCARD). If possible, reuse  
rubber fender hardware.
2. Before steel wale can be removed, the timbers  
will have to be removed, then after the wale is  
replaced, they will have to be replaced or  
reinstalled as noted elsewhere

Remove and replace 12"x12" timber.  
Also install new 12"x12" timber in front.  
Replace hardware.

Remove and reinstall middle 12"x12" timber  
(DO NOT DISCARD).

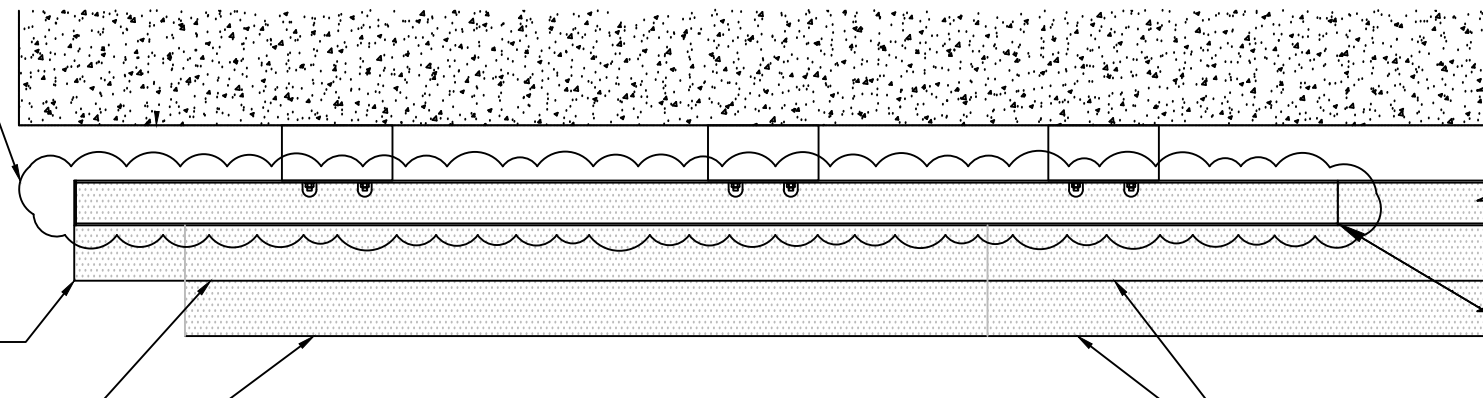
Remove and replace front 12"x12" timber.  
Replace hardware.

Remove and reinstall front and middle  
12"x12" timbers (DO NOT DISCARD).  
Replace hardware.

EXISTING SPLICE IN STEEL WALE.  
See TYPICAL STEEL WALE SPLICE  
on Sheet 4 for replacing this connection.

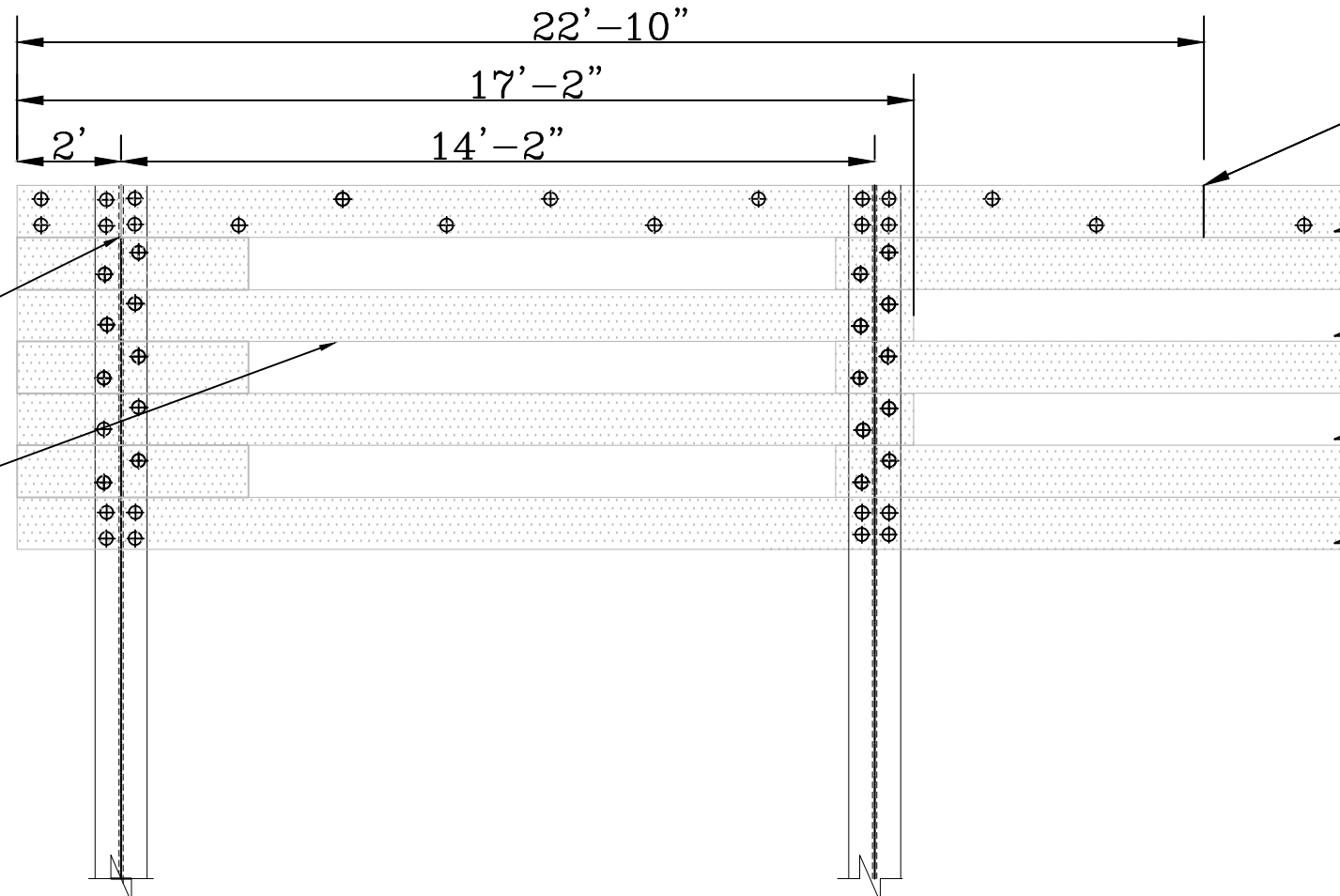
See WALER TO PILE/PILE PLATE DETAIL  
on Sheet 4 for replacement connection  
of waler to pile. (2 places)

Remove and replace 12"x12" timber.  
Replace hardware.



PLAN

NOTE: PILES AND CHAIN ASSEMBLIES NOT SHOWN THIS VIEW



ELEVATION

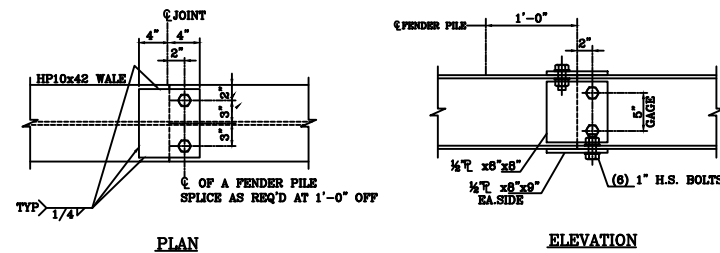
NOTE: DAMAGED AREA

NOTE: THE VIEW IS SHOWN AS  
IF VIEWING FROM THE WATER.

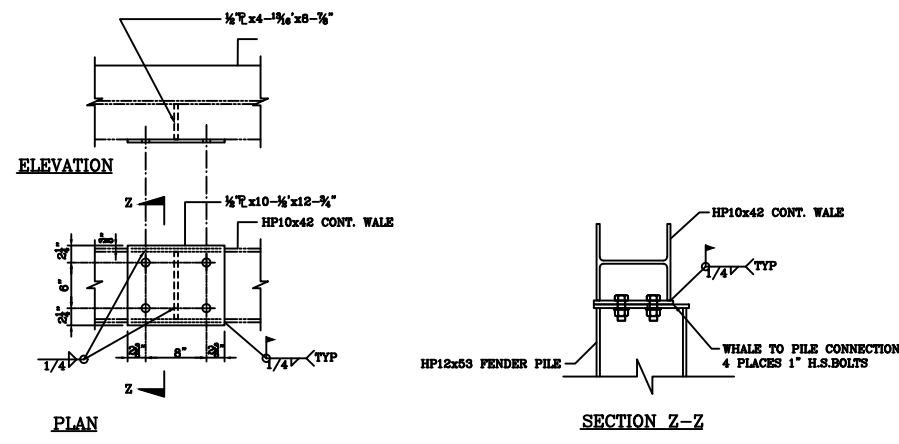
REV NO.	DATE	BY	REVISION
<b>ALABAMA STATE DOCKS</b> MOBILE, ALABAMA			
<b>GENERAL CARGO/INTERMODAL PIER 8 FENDER REPLACEMENT DAMAGED AREA MARKUP</b>			
OPN 10408			
DWG BY:	DATE:	REVISIONS	SCALE:
			3/32"=1'-0"
CHKD. BY:	DATE:	BY:	DRAWING NO.:
			11392-002



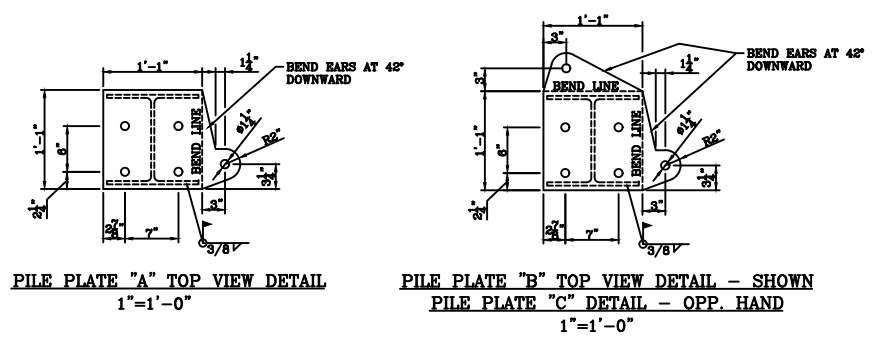




TYPICAL STEEL WALE SPLICE  
 1"=1'-0"

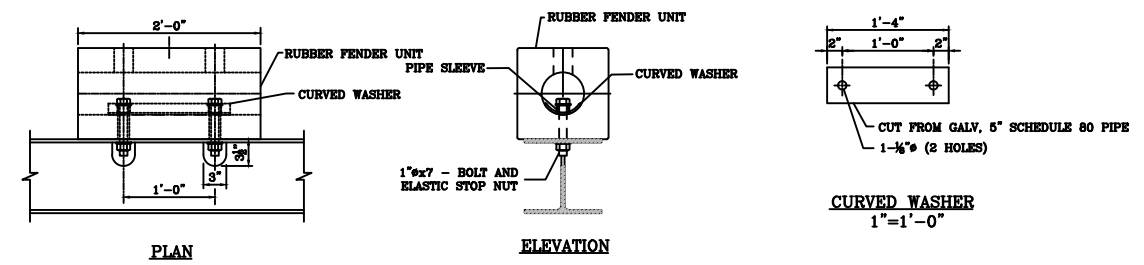


WALER TO PILE/PILE PLATE DETAIL  
 1"=1'-0"

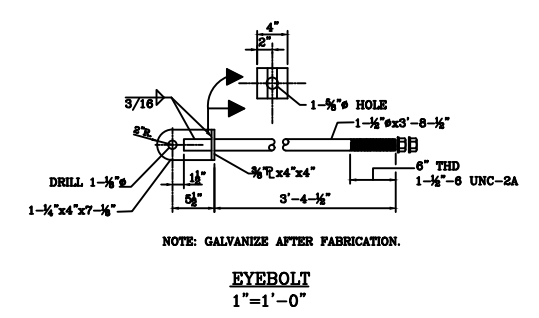


PILE PLATE "A" TOP VIEW DETAIL  
 1"=1'-0"

PILE PLATE "B" TOP VIEW DETAIL - SHOWN  
 PILE PLATE "C" DETAIL - OPP. HAND  
 1"=1'-0"

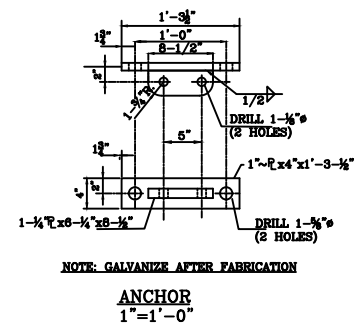


RUBBER FENDER UNIT & CURVED WASHER  
 NOTE: EXISTING RUBBER FENDERS AND CURVED WASHERS MAY BE REUSED.  
 1"=1'-0"

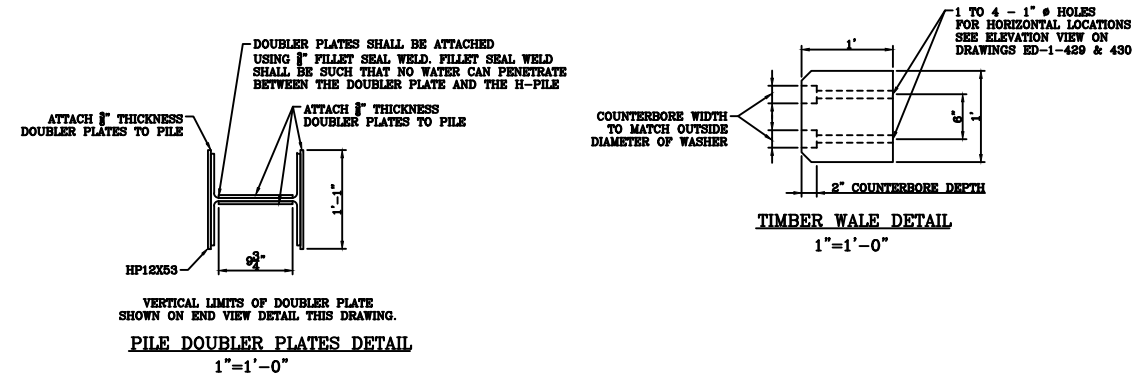


NOTE: GALVANIZE AFTER FABRICATION.

ANCHOR DETAIL  
 NOTE: ANCHOR DETAIL SHOWN FOR INFORMATION, EXISTING ANCHORS TO BE REUSED.  
 1"=1'-0"



NOTE: GALVANIZE AFTER FABRICATION



REV NO.	DATE	BY	REVISION
<b>ALABAMA STATE DOCKS</b> MOBILE, ALABAMA			
<b>PIER 8 FENDER REPLACEMENT          FENDER &amp; PILE REPLACEMENT          DETAILS</b>			
OPN 10408			
DWG BY:	DATE:	REVISIONS	SCALE:
CHKD. BY:	DATE:	BY: DATE: BY: DATE: BY: DATE:	AS SHOWN
			DRAWING NO.: 11392-004