



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

Project Name Upper Harbor Maintenance Dredging On-Call

Project No. 11396 **Task No.** 1 **Addendum No.** 1

To: Prospective Bidders **Date:** 4/4/24

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

Item	Description
1.	<p><u>Clarification or Changes</u></p> <ol style="list-style-type: none"> 1. DIVISION I, BID DOCUMENTS, page 3 <ol style="list-style-type: none"> a) Page numbers were edited, page 3 2. DIVISION I, INVITATION TO BID, page I-1 <ol style="list-style-type: none"> a) Project manager and contact information edited, page I-1 3. DIVISION I, PROPOSAL, page I-4 through I-7 <ol style="list-style-type: none"> a) Bid Notes were added/edited, page I-5 b) Schedule of Prices were edited, page I-5 through I-6 c) Bid Additive for Grain Elevator was included, page I-6
2.	<p><u>Attachments</u></p> <ul style="list-style-type: none"> ▪ Division I with new header text stating <i>Revised with Addendum No. 1</i>, page 3 through page I-10. Replace previous Division I pages/sections and include the attached pages/sections with bid. ▪ Historic Upper Harbor Dredging Quantities

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

W. Jackson 4/4/24
 Wesley Jackson, E.I. Date
 Project Manager



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BID DOCUMENTS

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INVITATION TO BID

Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, AL 36602 by 1:00 PM, on Wednesday, April 24, 2024. Sealed bid proposals can also be hand delivered from 1:45 PM to 2:00 PM, on Wednesday, April 24, 2024, to the Alabama State Port Authority (ASPA) in the International Trade Center building, 250 North Water Street, 1st Floor Killian Room, Mobile, AL. Faxed or electronic submitted bids will not be accepted.

The work consists principally of providing bonds, plant, labor, materials, equipment, and supervision necessary for the hydraulic maintenance dredging of various areas at the Upper Harbor facilities in Mobile, AL. The scope of work performed will include maintaining the water depth shown in the contract drawings. This work will be performed as per high frequency hydrographic surveying at MLLW, 1929.

Dredging equipment must be able to handle a discharge pipe no smaller than 18-inch diameter and no larger than 27-inch diameter for ASPA spoil area, Mud Lakes. The anticipated maximum dredge depth for the upper harbor berths is -42'.

This work will consist of dredging the Upper Harbor facilities per the items listed in the Schedule of Prices. Annualized cubic yards are not a guarantee of the amount of contractual work; this is only a basis for bid evaluation.

Dredging will be performed on an on-call basis; exact times to be determined by ASPA. The Main Docks are generally dredged on an annual frequency in early Winter (November/December). It is anticipated that the dredging of the Rail Ferry, AIT Dock, and Blakely Terminal be performed in conjunction with the Main Docks event. The grain elevator berth may require off-cycle dredging in mid to late summer (June/July) if the winter survey dictates. The dredge frequency and timing previously described is to provide the Contractor with an estimated amount of effort required for this contract for scheduling. Dredge tasks may be requested more frequently than previously described.

For bid analysis, it is anticipated that all dredge material will be discharged into the Mud Lakes disposal area. A submerged line must be placed across the Mobile River Channel for Main Docks, Rail Ferry, and AIT Dock dredging events.

This initial, one-year contract may be renewed up to four (4) times for a total of five (5) years from the original contract. Contract renewal will be based upon mutual agreement between the Owner and Contractor. Pricing will be re-evaluated and adjusted based on the Consumer Price Index established by the U.S. Bureau of Labor Statistics at the time of contract renewal. The February 2024 CPI for "Transportation services" is 9.9% (U.S. Bureau of Labor Statistics).

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

Specifications, proposal forms, bid and performance bond forms, and plans are available on the Alabama Port Authority website at www.alports.com. You may contact the ASPA project manager, Wesley Jackson, for additional information at wesley.jackson@alports.com or (251) 441-7253. Prospective bidders may



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coordinate with the project manager to view the site of the proposed work. **The deadline for prospective bidders to submit questions is seven (7) calendar days prior to bid opening.**

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

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

Bids will be publicly opened at 2:00 PM, Wednesday, April 24, 2024, at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor Killian Room, Mobile, AL. The right is reserved, as the interest of the Alabama State Port Authority may require, to reject any and all bids and to waive informalities in bids received.



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INSTRUCTIONS TO BIDDERS

1.0 ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda posted on the ASPA website. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Deadline to submit questions is seven (7) calendar days prior to the bid opening.

2.0 PREQUALIFICATION OF BIDDERS

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

3.0 SUBMISSION OF PROPOSALS

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

- (a) The Proposals shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.
- (b) If the Bidder is a corporation organized in a state other than Alabama, attach to the Proposal a certificate from the Secretary of State showing that the Corporation is qualified to transact business in Alabama.
- (c) Attach a certified check or Bid Bond in the amount of 5% of the Proposal, but not more than \$10,000 made payable to the Alabama State Port Authority.
- (d) Non-resident (out of state) Contractors shall attach all items included by SP-06.
- (e) Attach a copy of the State Contractor's License to Proposal.
- (f) Affidavit and Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (see page I-7)

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



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PROPOSAL

Proposal of:

Address:

Date:

To: STATE OF ALABAMA, Alabama State Port Authority, Mobile, Alabama

Gentlemen:

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

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

PROJECT 11396
Upper Harbor Maintenance Dredging On-Call
MOBILE, ALABAMA

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

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

Bidder agrees that he will commence the work within the time allotted by the Contract Documents with an adequate force, plant, and equipment and that the work will be completed within time schedules outlined in Special Provisions Article SP-03.

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

The Bidder further agrees that, in case of failure on his part to execute the Contract and required bonds within ten (10) calendar days from the date written notice of award if mailed or otherwise delivered to the Bidder, the certified check or bid bond accompanying this bid and the monies payable thereon shall



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be paid into the funds of the Owner not as penalty, but as a liquidation of a reasonable portion of the damages incurred by the Owner due to the Bidder’s failure to execute the Contract.

Bid Notes:

1. Estimated quantities listed are averages based on dredge quantities from the last seven (7) years.
2. For reference, attached on the last page of this document is a table showing dredge quantities from the last seven (7) years along with an estimated number of dredge events to be conducted under this contract. All quantities shown in the table are to provide a basis for bid evaluation. The ASPA does not guarantee any amount of contractual work.
3. Note from the historic dredge quantities that line items 8, 9, 14, 15, 18, and 19 may only be dredged one time in a five-year period.
4. ASPA may award the contract based on the low bid of the base bid or the base bid plus the bid additive.
5. At minimum, each prospective bidder must complete the base bid portion of the schedule of prices (includes completing items 1 through 32). Prospective bidders are not required to submit pricing on the bid additive portion of the Schedule of Prices in order to submit a bid. However, if the bid selection is chosen based on total base bid plus bid additive, bids without the bid additive completed would not be considered.

SCHEDULE OF PRICES

Description	Est Qty	Uo M	Unit Price	Value
1. Project Bonds, Insurance & Access Credentials	1	LS	LS	\$_____
2. Mobilization To Port of Mobile	1	LS	LS	\$_____
3. Third Party Survey Work	1	LS	LS	\$_____
4. Site Mob/Demob. for Disposal Area	1	LS	LS	\$_____
5. Site Mob/Demob. for Disposal Area	1	LS	LS	\$_____
6. Lower Port Site Mobilization – Pier 2, Pier 3, Pier 4, Pier 5, Pier 6, Pier 7, Pier 8, Pier A South, and Pier A River End.	1	LS	LS	\$_____
7. Hydraulic Dredging of Pier 2	12,000	CY	\$_____/CY	\$_____
8. Hydraulic Dredging of Pier 3	11,000	CY	\$_____/CY	\$_____
9. Hydraulic Dredging of Pier 4	14,000	CY	\$_____/CY	\$_____
10. Hydraulic Dredging of Pier 5	10,000	CY	\$_____/CY	\$_____
11. Hydraulic Dredging of Pier 6	15,000	CY	\$_____/CY	\$_____
12. Hydraulic Dredging of Pier 7	39,000	CY	\$_____/CY	\$_____
13. Hydraulic Dredging of Pier 8	2,000	CY	\$_____/CY	\$_____
14. Hydraulic Dredging of Pier A South	7,000	CY	\$_____/CY	\$_____
15. Hydraulic Dredging of Pier A River End	15,000	CY	\$_____/CY	\$_____



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16. Middle Port Site Mobilization – Slip B, Slip C, Pier C River End, Pier C North, Grain Elevator, Pier D2, Pier E, and Rail Ferry	1	LS	LS	\$_____
17. Hydraulic Dredging of Slip B (Pier A North)	17,000	CY	\$_____/CY	\$_____
18. Hydraulic Dredging of Slip B (Pier B South)	35,000	CY	\$_____/CY	\$_____
19. Hydraulic Dredging of Pier B River End	13,000	CY	\$_____/CY	\$_____
20. Hydraulic Dredging of Slip C (Pier B North)	12,000	CY	\$_____/CY	\$_____
21. Hydraulic Dredging of Slip C (Pier C South)	10,000	CY	\$_____/CY	\$_____
22. Hydraulic Dredging of Pier C River End	6,000	CY	\$_____/CY	\$_____
23. Hydraulic Dredging of Pier C North	11,000	CY	\$_____/CY	\$_____
24. Hydraulic Dredging of Grain Elevator Dock	24,000	CY	\$_____/CY	\$_____
25. Hydraulic Dredging of Pier D2	12,000	CY	\$_____/CY	\$_____
26. Hydraulic Dredging of Pier E	23,000	CY	\$_____/CY	\$_____
27. Hydraulic Dredging of Rail Ferry	3,000	CY	\$_____/CY	\$_____
28. Upper Port Site Mobilization – Automotive Terminal Dock and Blakeley Terminal	1	LS	LS	\$_____
29. Hydraulic Dredging of Automotive Terminal Dock	44,000	CY	\$_____/CY	\$_____
30. Hydraulic Dredging of Blakeley Terminal	9,000	CY	\$_____/CY	\$_____
31. Weir Box Management	1	LS	LS	\$_____
32. Hydraulic Dredge Standby, per hour	150	HR	\$_____/HR	\$_____
TOTAL BASE BID	(Items 1 thru 32)			\$_____
Bid Additives				
33. Individual, off-cycle mobilization for Grain Elevator Dock	1	LS	LS	\$_____
TOTAL BASE BID PLUS BID ADDITIVE	(Items 1 through 33)			\$_____

Dollars

(In Words)

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. _____

ADDENDUM NO. _____



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ADDENDUM NO. _____

Contractor's Signature:		
Contractor Company _____		
Name	Title	Date



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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, undersigned, _____
 _____ as Principal, and _____ as
 Surety, are hereby held and bound unto The Alabama State Port Authority as **OWNER** in the Penal sum
 of _____ for the payment of which will and truly be made, we hereby
 jointly and severally bind ourselves, successors and assigns. Signed, the _____ day of
 _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to the Alabama
 State Port Authority a certain BID, attached hereto and hereby made a part hereof to enter into a
 contract in writing, for the Upper Harbor Maintenance Dredging On-Call in Mobile, Alabama, Project No.
 11396 Task 01

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of
 Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for
 his faithful performance of said contract, and for the payment of all persons performing labor or
 furnishing materials in connection therewith, and shall in all other respects perform the agreement
 created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall
 remain in force and effect; it being expressly understood and agreed that the liability of the Surety for
 any and all claims hereunder shall, in no event, exceed the panel amount of this obligation as herein
 stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such
 of them as are corporations have caused their corporate seals to be hereto affixed and these presents to
 be signed by their proper officers, the day and year first set forth above.

Principal	
Surety	
By	



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CERTIFICATE OF COMPLIANCE

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:

- 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".
- 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:

- 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.
- 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.

- 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;
- 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.



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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

Depth (FT)	Year:	Historic Upper Harbor Dredging Quantities (CY)							4 Year Average	Estimated No. of Events in 5 yrs.	Estimated Bid Quantity (CY)
		2017	2018	2019	2020	2021	2022	2023			
42	Pier 2	17,000	-	-	17,000	8,865	7,995	11,987	11,462	5	12,000
42	Pier 3	-	-	-	-	-	-	-	-	1	11,000
42	Pier 4	-	-	-	-	-	-	-	-	1	14,000
42	Pier 5	18,000	-	-	16,000	8,945	5,040	10,309	10,074	5	10,000
42	Pier 6	-	-	-	-	-	15,715	9,988	6,426	2	15,000
42	Pier 7	-	-	-	-	-	-	33,912	8,478	2	39,000
32	Pier 8	-	-	-	-	-	29,800	979	7,695	3	2,000
32	Pier A South	-	-	-	-	-	-	-	-	1	7,000
42	Pier A Riverend	-	-	-	-	-	-	-	-	1	15,000
42	Pier A North	-	-	-	-	42,693	2,276	12,000	14,242	2	17,000
42	Pier B South	-	-	-	-	-	-	-	-	1	35,000
42	Pier B Riverend	-	-	-	-	-	-	-	-	1	13,000
42	Pier B North	-	-	5,000	23,542	9,700	483	13,680	11,851	5	12,000
42	Pier C South	-	-	2,000	-	9,700	483	13,680	5,966	5	10,000
42	Pier C Riverend	-	-	19,000	14,000	2,700	1,170	4,040	5,478	5	6,000
42	Pier C North (Slip D)	-	-	7,000	15,905	8,850	2,590	16,634	10,995	5	11,000
42	Grain Elevator Dock	-	33,000	12,000	21,000	32,258	8,570	35,700	24,382	5	24,000
42	Pier D2	-	17,000	9,000	13,000	15,207	6,410	12,909	11,882	5	12,000
42	Pier E	-	-	48,000	27,000	29,450	13,410	26,547	24,102	5	23,000
26	Rail Ferry	-	-	-	-	6,350	-	1,324	1,919	3	3,000
41	AIT Dock (Auto Terminal)	-	-	-	185,000	-	9,316	42,691	59,252	3	44,000
32	Blakeley	29,000	-	-	-	12,375	-	-	3,094	2	9,000
Total		64,000	50,000	102,000	332,447	187,093	103,258	246,380	217,295		344,000