



## Alabama State Port Authority *Requisition and Proposal*

**Project Name** 2025 Timber Fender Rehabilitation Service Contract  
Pier C South, Pier B North, Pier B South & Pier A North

Project No. TBD Task No. 01

**To: Prospective Bidders**

**Date:** July 18, 2025

Please procure the following and deliver to the address below:

<b>Delivery of Proposal:</b> Alabama State Port Authority (ASPA) Location identified below in Note #1	<b>Delivery of Performance of Work:</b> Alabama State Port Authority Main Docks Piers C South, B North, B South & A North Mobile, AL
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### Description of Work

This Requisition solicits proposals for construction services to remove and replace the damaged timber fender system elements specified in the contract documents at Pier C South, Pier B North, Pier B South and Pier A North at the Alabama State Port Authority Main Docks facility in Mobile, AL. The work performed under this service contract may vary, but will predominantly consist of the removal of damaged timber fender components, purchase and installation of new fender elements and all associated hardware, disposal of all removed materials associated with the work and cleanup of the sites after all work is complete. The work will require the removal of broken timber piles under the water line, driving new timber piles in same locations and constructing new fender elements to repair the damaged sections of the timber fender systems. 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 work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for repairing specified damaged sections of timber fender systems as indicated in the contract documents. The work described shall be provided on an as-needed basis to ASPA and will include work at any or all of the following locations: Pier A North, Pier B North, Pier B south and Pier C South. 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.

A Pre-Bid Meeting is scheduled for Friday, August 1, 2025 at 10:00 AM in the International Trade Center Building – Killian Room. Bidder attendance is MANDATORY.

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 **(H/ RR) Heavy/ Railroad or (H/ RR-S) Specialty Construction-Marine Construction**.



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This service contract is to provide all items necessary to perform the work as described in the contract documents on an as-needed basis. This service contract shall be effective for one year beginning on the date of issuance of the "Notice to Proceed". The owner and contractor will have the option for possible annual renewal of the contract by mutual agreement (not to exceed four (4) annual renewals). For purposes of bid evaluation only, estimated quantities are shown in the contractor's proposal. A prime factor in the analysis of the bids will be the cumulative cost for performing this scenario of work at the unit prices quoted.

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.

Once ASPA establishes that work is needed, the contractor will be issued a "Notice to Proceed" and will have 21 calendar days to mobilize to the site and will be required to complete the work within 60 calendar days after receipt of the "Notice to Proceed". The Contractor must schedule and perform the work in a manner that will not interfere with operations of the facility in the immediate and adjacent areas. ASPA intent is that work hours will be during normal day light hours. The date that the Contractor may begin work will be determined by GCI operations pending dock availability.

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. The work areas are directly adjacent to active wharfs with marine and land activity in the general vicinity of the work areas, 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. 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 pier 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.



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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.

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 \$200.00 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.

### **IM PORTANT 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:

[http://www.asdd.com/portaccess\\_policy.html](http://www.asdd.com/portaccess_policy.html)

[http://www.asdd.com/portaccess\\_twicregs.html](http://www.asdd.com/portaccess_twicregs.html)

[http://www.asdd.com/portaccess\\_securitytraining.html](http://www.asdd.com/portaccess_securitytraining.html)

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.

### **IM PORTANT NOTICE TO BIDDERS REGARDING EM PLOYM ENT 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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Contractor's Proposal				
The Contractor hereby agrees to perform the specified work for the prices outlined in the following schedule. The quantities listed may be increased or decreased during project execution. In the event the quantities change, the unit price shall apply according to scope of work. All items listed shall be performed in accordance with this requisition and proposal and all referenced documents.				
Description	Est Qty	UOM	Unit Price	Value
1. Project Mobilization/ Demobilization	1	LS	LS	\$ _____
2. Port Access Credentials, Bonds and Insurance.	1	LS	LS	\$ _____
3. Removal & Disposal of damaged timber piles.	26	EA	\$ _____	\$ _____
4. Removal & Disposal of damaged wale timbers and all associate hardware.	270	LF	\$ _____	\$ _____
5. Removal & Disposal of damaged backing timbers and all associated hardware.	270	LF	\$ _____	\$ _____
6. Furnish & Install timber piles and all associated hardware.	26	EA	\$ _____	\$ _____
7. Furnish and install 12" x 12" treated wale timbers and all associated hardware.	270	LF	\$ _____	\$ _____
8. Furnish and install 4" x 12" treated backing timbers and all associated hardware.	270	LF	\$ _____	\$ _____
9. Clean-up of work area after project completion.	1	LS	LS	\$ _____
			<b><u>TOTAL BASE BID</u></b>	\$ _____
10. BID ADDITIVE: Furnish & install steel pipe piles and all associated hardware.	1	EA	\$ _____	\$ _____
			<b><u>TOTAL BID ADDITIVE</u></b>	\$ _____

### **BID ADDITIVE NOTE:**

At the discretion of ASPA, steel pipe piles may be substituted for timber piles in some or all locations. The bid additive estimated quantity in the Contractor's Proposal Table is solely for the purpose of obtaining a unit price. The quantities required may be increased or decreased during project execution.



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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 Monday, August 18, 2025. Sealed bid proposals can also be hand delivered to the Killian Room starting at 15 minutes prior to the official bid opening at 2:00 PM on Monday, August 18, 2025 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1<sup>st</sup> floor—Killian Room, 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 Sean Kelly, P.E., Project Manager, at phone number (251) 441-7180 or email [skelly@asdd.com](mailto:skelly@asdd.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 piers 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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<b>SIGNATURES</b>
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Receipt of following addendums is acknowledged:

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

<b>REFERENCED DOCUMENTS</b>
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- Reference Drawing – Typical Timber Fender Arrangement
- Reference Drawing – Bid Additive: Typical Steel Pipe Pile Details
- Alabama State Port Authority – Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

<b>Contractor's Signature:</b>		
<b>Contractor Company</b> _____		
_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Date</b>

Signature of Party Originating Requisition:

\_\_\_\_\_  
Sean Kelly, P.E. Date  
Project Manager



## **Alabama State Port Authority**

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### **SCOPE OF WORK SPECIFICATIONS**

1. Contractor shall provide Bid, Performance, and Labor and Materials bond for this project. The Performance and the Labor and Material bonds are to be renewed annually. The Surety has no obligation to renew the bonds for each subsequent year even if the contractor and owner agree to continue the contract. Failure to renew the bonds with the previous year's Surety does not constitute default of the contract. However, a bond with a new or substitute Surety acceptable to the Alabama State Port Authority will be required.
2. Upon each yearly renewal, the contractor will be required to again prove compliance with the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" by resubmitting the "Certificate of Compliance" as well as proof of enrollment in the E-Verify system.
3. This service contract is to provide all items necessary to perform the work as described in the contract documents on an as-needed basis and will include work at any or all of the following locations: Pier A North, Pier B North, Pier B South and Pier C South. Once ASPA establishes that work is needed, the contractor will be notified and will have 21 calendar days to mobilize to the site. This service contract shall be effective for one year beginning on the date of issuance of the "Notice to Proceed". The owner and contractor will have the option for possible annual renewal of the contract by mutual agreement (not to exceed four (4) annual renewals). For purposes of bid evaluation only, estimated quantities are shown in the contractor's proposal. ASPA reserves the right to increase or decrease the quantities as needed. A prime factor in the analysis of the bids will be the cumulative cost for performing this scenario of work at the unit prices quoted.
4. Contractor shall remove and dispose of damaged piles and associated damaged materials and hardware. Removal shall include pile sections protruding above the mud line. Damaged fender piles shall be removed by pulling with a suitable extractor and exercising reasonable care to prevent breaking. Any pile that is broken during extraction with the break occurring below the mud line and whose location does not interfere with a new pile or with vessel movements may be left in place.
5. Contractor shall remove and dispose of damaged wale timbers and backing timbers along with all associated damaged materials and hardware.
6. Contractor shall furnish and install timber piles and all associated materials and hardware required to bring the fender system to pre damaged condition. Top of pile to be even with top of chock timber. If the pile diameter is larger than the space between the chock timbers, the contractor is to trim the pile or the timber in order to obtain a proper fit.
7. Contractor shall furnish and install 12" X 12" treated wale timbers and 4" X 12" treated backing timbers and associated hardware and materials as shown on bid drawings.
8. ASPA anticipates the work will be performed using a barge mounted crane with all construction material staging contained on the barge. No construction material staging area will be provided on the pier. Only light duty equipment will be permitted on the pier.
9. BID ADDITIVE: Steel pipe piles may be substituted for timber piles at the discretion of ASPA.



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1. Timber Piles	<ul style="list-style-type: none"><li>• 65 feet long</li><li>• Southern Pine No. 1 Dense</li><li>• ASTM D-25, Class B timber pile</li><li>• Pressure treated per AWWA Standard C-22. Preservative shall be CCA minimum net assay retention of 2.5 pcf.</li></ul>
2. Steel Pipe +Piles	<ul style="list-style-type: none"><li>• 65 feet long</li><li>• 12 inch diameter</li><li>• Schedule 80</li><li>• A53 Grade B</li><li>• Top 15' coated (see coating specifications)</li></ul>
3. Bolts, Nuts, & Washers	<ul style="list-style-type: none"><li>• 1" Diameter Galvanized Bolts and Nuts with Galvanized Malleable Washers size 1 1/2" x 3 1/2" x 3/16" thick.</li><li>• ASTM A193 B7 Bolts and compatible nuts and washers.</li><li>• Varying lengths</li></ul>
4. Paint/coating	<ul style="list-style-type: none"><li>• Sherwin Williams Macropoxy 646-100</li><li>• Color: Black</li></ul>
5. Miscellaneous Items a. Misc. Steel	<ul style="list-style-type: none"><li>• A36 or A992</li></ul>

**ALABAMA STATE PORT AUTHORITY**  
**INSURANCE REQUIREMENTS FOR CONTRACT WORK**

**INDEMNIFICATION**

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), and its officers and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by either of them occurring on or about the premises, or the ways and means adjacent during the term of the contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the contract.

**INSURANCE REQUIREMENTS**

The Contractor shall not commence work under the contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

**General Requirements (applicable to all policies) (Required for this project)**

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASD and to the insured. *Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as Primary and Non-contributory Additional Insureds in connection with work performed for, on behalf of, or on the property of ASD, including a waiver of all rights of subrogation.*

**General Liability (Required for this project)**

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

**Automobile Liability (Required for this project)**

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

**Workers Compensation (AI Workers Comp and USLH Required for this project)**

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law.

Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

**Ocean Marine (Required for project if watercraft is used)**

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 \_\_\_\_\_

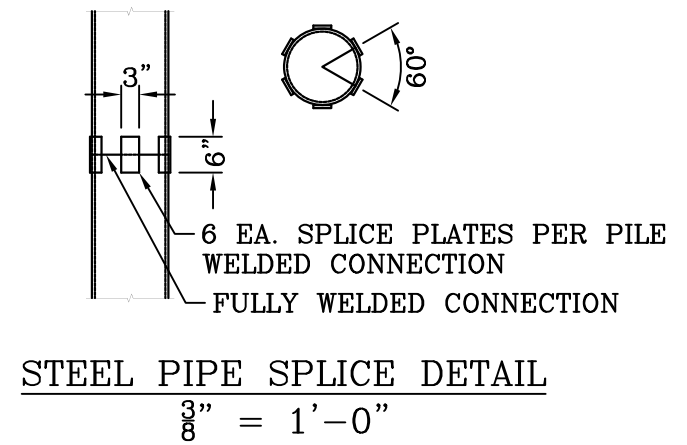
The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness



REV. NO.	DATE:	BY	REVISION				
		<h1 style="text-align: center;">ALABAMA STATE DOCKS</h1> <p style="text-align: center;">MOBILE, ALABAMA</p>					
<h2 style="margin: 0;">TYPICAL TIMBER FENDER ARRANGEMENT</h2>							
DWG BY:	DATE:	REVISIONS				SCALE:	
CMC	2/10/2020	BY:	DATE:	BY:	DATE:		
CHKD. BY:	DATE:					DRAWING NO.:	



STEEL PIPE PILE DETAILS

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$\frac{3}{8}'' = 1'-0''$

	<h1 style="margin: 0;">ALABAMA STATE DOCKS</h1> <p style="margin: 0;"><b>MOBILE, ALABAMA</b></p>		
<h2 style="margin: 0;">BID ADDITIVE:</h2> <h2 style="margin: 0;">TYPICAL STEEL PIPE PILE DETAILS</h2>			
OPN: TBD TASK: 1			
DWG BY:	DATE:	REVISIONS	SCALE: <div style="font-size: 1.5em;">AS SHOWN</div>
		<div style="display: flex; justify-content: space-between;"> <span>BY: DATE:</span> <span>BY: DATE:</span> <span>BY: DATE:</span> </div>	
CHKD. BY:	DATE:		DRAWING NO.: