Advertisement and Invitation to Bid
Construction of a Habitat Creation/Shoreline Stabilization Project
Along the Northern Mon Louis Island Shoreline

The Mobile Bay National Estuary Program (MBNEP) has received funding through grants from the Gulf of Mexico Foundation Community-based Restoration Program and the U. S. Fish and Wildlife Service Coastal Programs to create habitat and stabilize an erosion-impacted Mobile Bay shoreline along northern Mon Louis Island in Mobile County, AL. Project measures include installation of two 0.155-acre submerged rock reef structures to support oysters and other fishery resources and placement of clean sand fill behind four 40-foot rock headland breakwaters to stabilize chronic erosion.

South Coast Engineers developed plans and specifications which are attached. Also attached are an area map and a map of the project area delineating the parcels of the shoreline property owners.

MBNEP will receive bids for the project until close of business/5:00 p.m. on October 10, 2012 at the MBNEP office – 4172 Commanders Drive, Mobile, AL 36615.

A cashier's check, certified check, or acceptable bid bond, payable to the MBNEP, in an amount not less than 5% of the maximum Bid price submitted, must accompany each Bid as a guarantee that, if awarded the Contract, the Bidder will within 10 calendar days of award of contract enter into a Contract. The Bidder's deposit shall be forfeited and become the property of the MBNEP in the event the Bidder neglects or refuses to enter into a Contract and furnish Bonds acceptable to the MBNEP within 10 calendar days after receipt of Notice of Award from the MBNEP. The Bid Deposit of all except the three lowest Bidders will be returned within seven (7) working days after the executed Contract and required Bonds have been finally approved by the MBNEP.

The successful Bidder must furnish a Performance Bond and a Labor and Materials Bond in the amount of 100% of the total Contract price, from a surety company holding a permit from the State of Alabama to act as surety within 10 calendar days after receipt of Notice of Award from the MBNEP. In addition, the successful Bidder must furnish a certificate of insurance that meets the requirements as stated on the "Insurance Requirements" attachment furnished with this invitation to bid.

A non-mandatory pre-bid meeting will be held at the Lawley residence at 11951 Old Shipyard Blvd on Thursday, October 4, 2012 at 9:00 a.m.

Mon Louis Island Material Specifications

- Sand
  - Clean, washed sand with less than 1% fines passing a 200 sieve.
  - Median grain size of 0.3 mm larger
  - No gravel (retained on a #10 sieve)
  - The grain size distribution which matches the native grain size distribution
  - Color that meets the approval of the MBNEP and is as close to the native color as possible.
  - Note: The sand must be pre-approved by the MBNEP Project Manager

- Rock - Alabama Dept of Transportation (ALDOT) Class 3 riprap
  - Reasonably well graded stones ranging from 25 pounds to 500 pounds
  - No more 10% having a weight {mass} over 500 pounds
  - At least 50% having a weight {mass} over 200 pounds
  - No more than 15% having a weight {mass} under 25 pounds

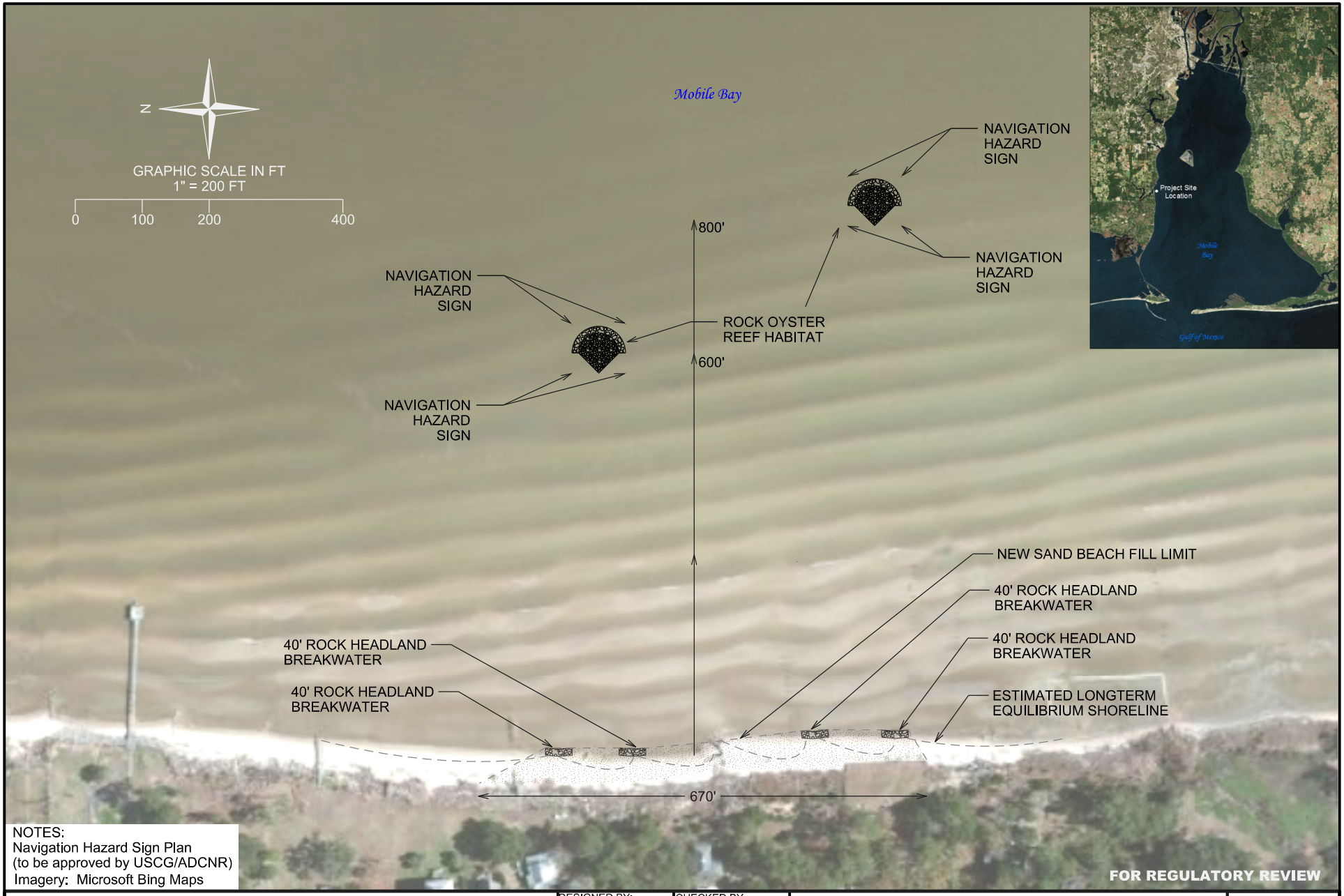
- Rock – Modified Alabama Dept of Transportation (ALDOT) Class 1 riprap
  - Graded stones ranging from 10 to 100 pounds
  - No more than 10% having a weight {mass} over 100 pounds
  - At least 50% having a weight {mass} over 50 pounds
  - Remove material having a weight {mass} under 10 pounds

- Geotextile/Geogrid
  - Composite Tensar Biaxial (BX) Geogrids with geotextile (or equivalent)
  - Place fabric side down
  - Join adjacent pieces using Tensar HDPE braid

- Navigation Hazard Warning Signs
  - 3’ square 14 gauge alum sign with an orange reflective border and white reflective background
  - 12” diameter pressure treated timber pole 30’ long

Mon Louis Island Living Shoreline Construction Time Line:

Solicitation Issue/Advertising Date	September 20, 2012
Pre-Submittal Conference	October 4, 2012
Bid Receipt Closing Date	October 10, 2012
Notice to Proceed	October 17, 2012
Project Completion	December 31, 2012



NOTES:
Navigation Hazard Sign Plan
(to be approved by USCG/ADCNR)
Imagery: Microsoft Bing Maps

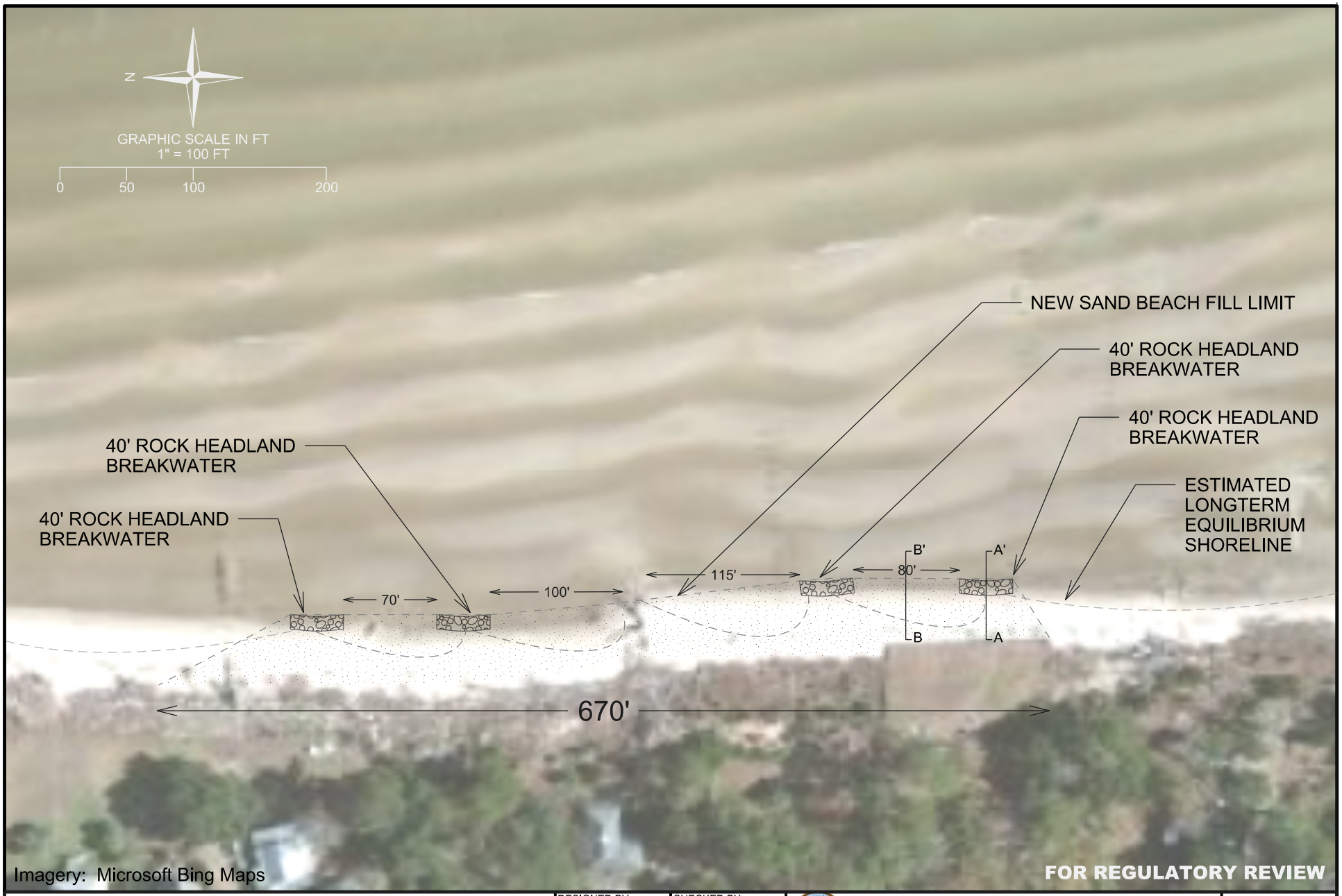
Proposed Project Layout
Mon Louis Island Living Shoreline Project

DESIGNED BY:	CHECKED BY:
SLD/CRD	
DRAWN BY:	REVIEWED BY:
CRD	
DATE:	SUBMITTED:
6-4-2012	

Mobile Bay National Estuary Program

SOUTH COAST ENGINEERS
Engineering for the Coast

DRAWING NO.
1



Shoreline Stabilization Plan Detail
Mon Louis Island Living Shoreline Project

DESIGNED BY:	CHECKED BY:
SLD/CRD	
DRAWN BY:	REVIEWED BY:
CRD	
DATE:	SUBMITTED:
6-4-2012	

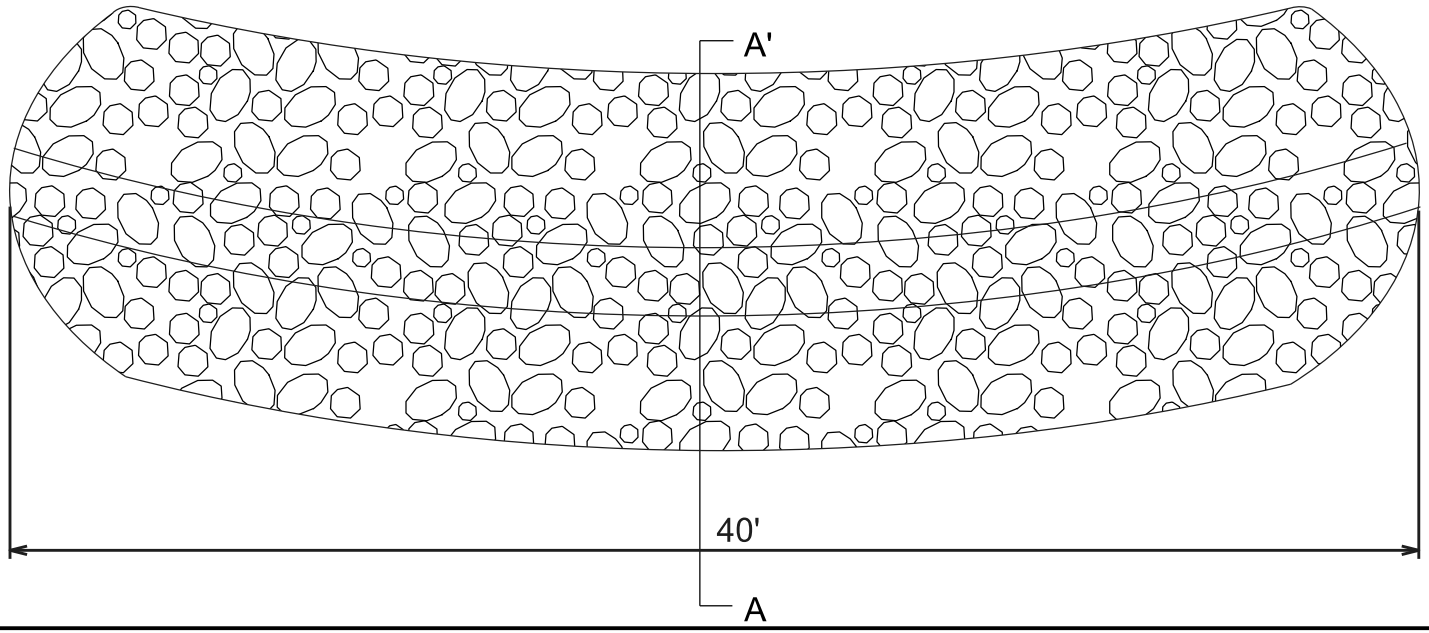
Mobile Bay National Estuary Program

SOUTH COAST ENGINEERS
Engineering for the Coast

DRAWING NO.
2

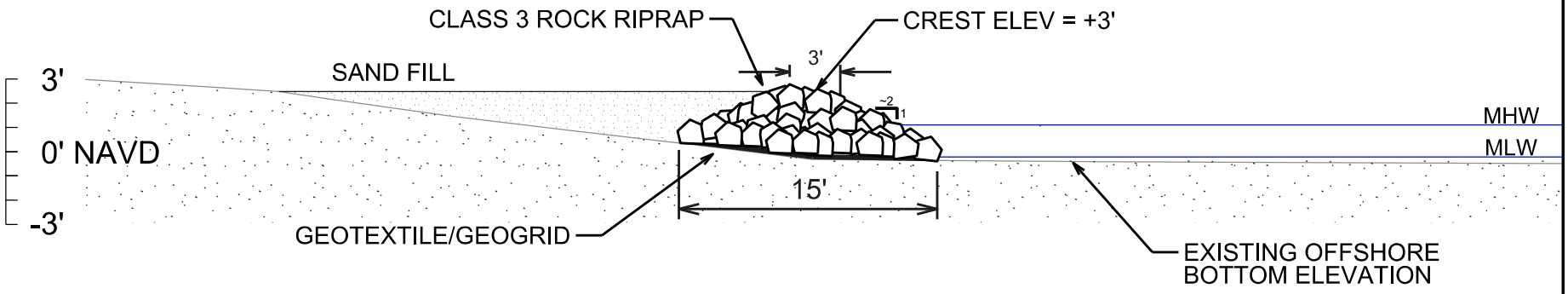
FOR REGULATORY REVIEW

PLANVIEW



TYPICAL CROSS-SECTION

A - A'



Shore Stabilization Headland Breakwater Detail
Mon Louis Island Living Shoreline Project

DESIGNED BY:	CHECKED BY:
SLD/CRD	
DRAWN BY:	REVIEWED BY:
CRD	
DATE:	SUBMITTED:
6-4-2012	

Mobile Bay National Estuary Program

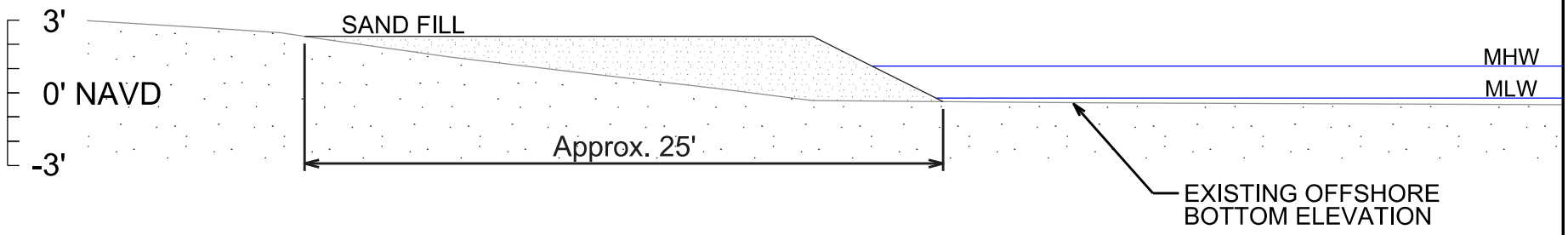
SOUTH COAST ENGINEERS
Engineering for the Coast

DRAWING NO.
3

FOR REGULATORY REVIEW

TYPICAL CROSS-SECTION

B - B'



Shore Stabilization Beach Fill Detail
Mon Louis Island Living Shoreline Project

DESIGNED BY: SLD/CRD	CHECKED BY:
DRAWN BY: CRD	REVIEWED BY:
DATE: 6-4-2012	SUBMITTED:

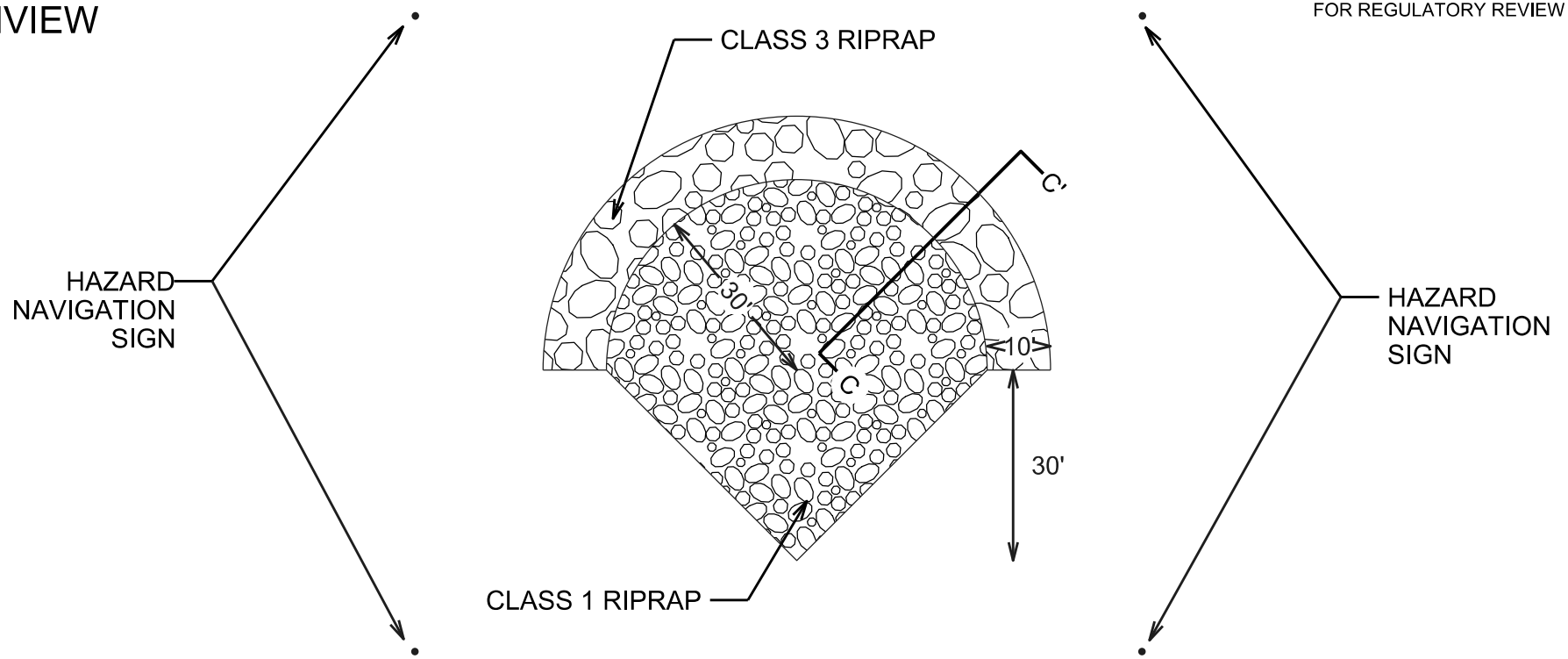
Mobile Bay National Estuary Program

SOUTH COAST ENGINEERS
Engineering for the Coast

DRAWING NO.
4

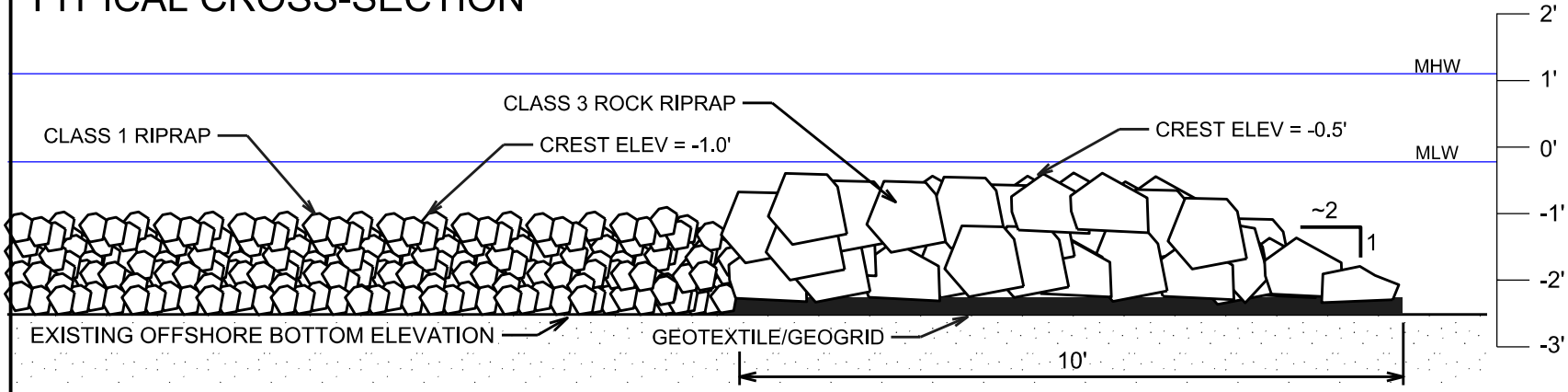
FOR REGULATORY REVIEW

PLANVIEW



TYPICAL CROSS-SECTION

C - C'



Rock Oyster Reef Habitat Detail
600 ft Offshore
Mon Louis Island Living Shoreline Project

DESIGNED BY:	CHECKED BY:
SLD/CRD	
DRAWN BY:	REVIEWED BY:
CRD	
DATE:	SUBMITTED:
6-4-2012	

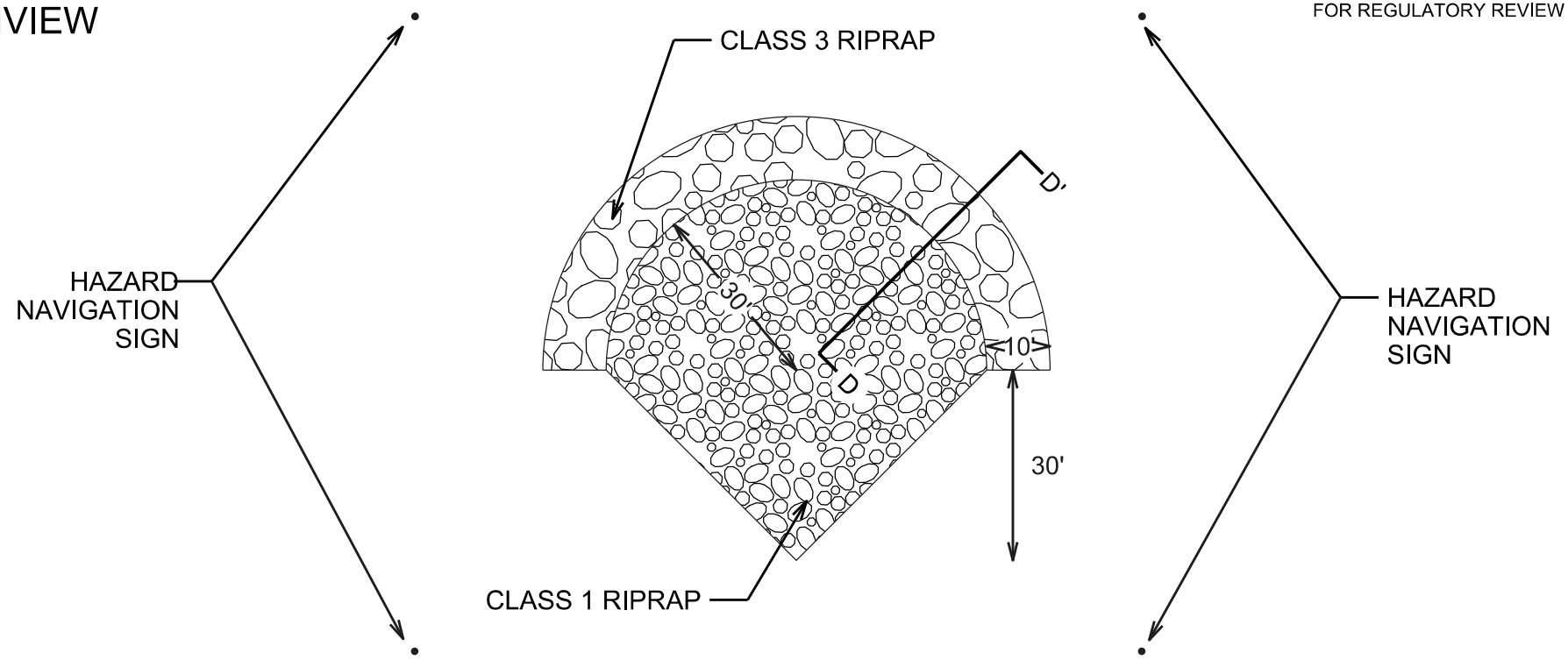
Mobile Bay National Estuary Program

SOUTH COAST ENGINEERS
Engineering for the Coast

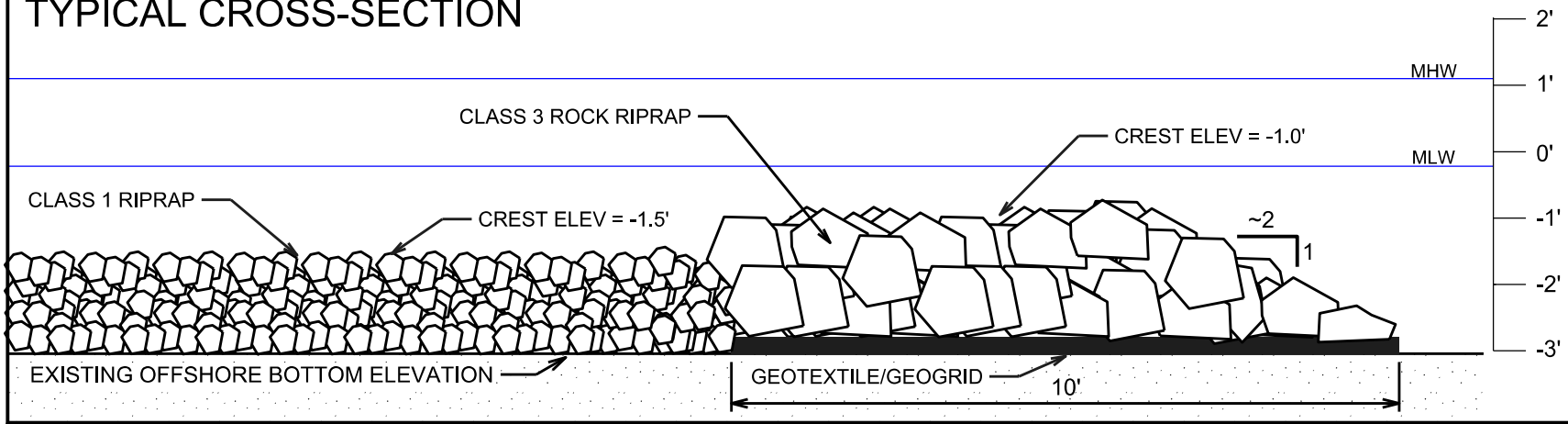
DRAWING NO.
5

FOR REGULATORY REVIEW

PLANVIEW



TYPICAL CROSS-SECTION D - D'



Rock Oyster Reef Habitat Detail
800 ft Offshore
Mon Louis Island Living Shoreline Project

DESIGNED BY: SLD/CRD	CHECKED BY:
DRAWN BY: CRD	REVIEWED BY:
DATE: 6-4-2012	SUBMITTED:

Mobile Bay National Estuary Program

SOUTH COAST ENGINEERS
Engineering for the Coast

DRAWING NO.
6

Old Shipyard Rd
Frank and Lynn Foley (175')
11877 Old Shipyard Blvd
Joyce Summerlin Wolfe (50')
11825 Old Shipyard Blvd
Leo Hickman (50')
Old Shipyard Blvd
Claude Doublet (130')
11911 Old Shipyard Blvd
Ron and Linda Lowe (142')
Old Shipyard Blvd
Greg and Dottie Lawley (120')
11951 Old Shipyard Blvd

Mobile Bay National Estuary Program

Project Name Habitat Creation/Shoreline Stabilization at Mon Louis Island

Location Between 11877 and 11951 Old Shipyard Road, Coden, AL 36523

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, undersigned, _____

_____ as Principal, and _____ as Surety, are hereby held and bound unto the Mobile Bay National Estuary Program 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 Mobile Bay National Estuary Program a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Habitat Creation/Shoreline Stabilization at Mon Louis Island, Coden, AL.

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	

Mobile Bay National Estuary Program

Project Name Habitat Creation/Shoreline Stabilization at Mon Louis Island

Location Between 11875 and 11951 Old Shipyard Road, Coden, AL 36523

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Name of Contractor)

_____
(Address of Contractor)

_____
(City, State, Zip)

I, a(n) _____ corporation, hereinafter called Principal, and
(state of domicile)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Mobile Bay National Estuary Program hereinafter called OWNER, in the penal sum of _____ DOLLARS, ($ _____) (100% of the Contract Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 __, a copy of which is hereto attached and made a part hereof for the construction of:

HABITAT CREATION/SHORELINE STABILIZATION AT MON LOUIS ISLAND

CODEN, ALABAMA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may insure in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

Project Name Habitat Creation/Shoreline Stabilization at Mon Louis Island

Location Between 11875 and 11951 Old Shipyard Road, Coden, AL 36523

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20___.

ATTEST:

_____
Principal

_____ _____(s)
(Principal) Secretary
(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
Surety

ATTEST:

_____
(Surety) Secretary
(SEAL)

_____ BY: _____
Witness as to Surety Attorney-in-fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of CONTRACT.
If CONTRACTOR is Partnership, all partners should execute BOND.

Project Name Habitat Creation/Shoreline Stabilization at Mon Louis Island

Location Between 11875 and 11951 Old Shipyard Road, Coden, AL 36523

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That: _____
(Name of Contractor)

_____
(Address of Contractor)

_____
(City, State, Zip)

I, a(n) _____ corporation, hereinafter called Principal, and
(state of domicile)

_____
(Name of Surety)

_____
(Address of Surety)

_____
(City, State, Zip)

hereinafter called Surety, are held and firmly bound unto the Alabama State Port Authority hereinafter called OWNER, in the penal sum of _____ DOLLARS, ($ _____) (100% of the Contract Amount) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 __, a copy of which is hereto attached and made a part hereof for the construction of:

HABITAT CREATION/SHORELINE STABILIZATION AT MON LOUIS ISLAND

CODEN, ALABAMA

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumer or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract of the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

Project Name Habitat Creation/Shoreline Stabilization at Mon Louis Island

Location Between 11875 and 11951 Old Shipyard Road, Coden, AL 36523

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

BY: _____(s)

(SEAL)

_____
Witness as to Surety Principal

_____
(Address)

_____
(Address)

_____

_____

_____
Surety

ATTEST:

_____
Witness as to Surety

BY: _____
Attorney-In-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of CONTRACT.
If CONTRACTOR is Partnership, all partners should execute BOND.

Insurance Requirements

1. Appropriation contractors must maintain commercial general liability, automobile liability, and workers compensation insurance. See the enclosed Exhibit A for details regarding minimum insurance requirements and minimum limits for each type of coverage.

2. Before funds may be disbursed under a contract, a contractor must provide two (2) copies of a certificate of insurance showing coverage in compliance with contractual requirements. This certificate is provided by your insurance agent and should be mailed to the attention of Brenda Lowther, Program Administrator, Mobile Bay National Estuary Program, 4172 Commanders Drive, Mobile, AL 36615.

3. Insurance certificates will be reviewed for compliance. You may wish to share a copy of this notice with your insurance agent to determine whether your policies meet coverage and minimum limit requirements. Please be sure that the insurance certificate reflects the following:

a. The name of insured on the certificate of insurance must be identical to name of the contractor in the appropriation contract.

b. The name of certificate holder on the insurance certificate must be "Marine Environmental Sciences Consortium." Further, the commercial general liability policy must name "Marine Environmental Sciences Consortium, its officers and employees" as additional insured.

c. The commercial general liability policy must include coverage for premises, products and completed operations.

d. If a contractor is granted an appropriation to promote and conduct an event at a location other than its usual place of business, the insurance certificate must specify that liability coverage is in effect for the times and dates of the event.

e. The automobile liability policy must include coverage for "any auto," "non-owned autos" and "hired autos." If the organization does not own any vehicles, the enclosed Statement of Non-Ownership (Exhibit B) should be printed on the organization's letterhead, signed and returned with the appropriation request package. However, coverage is still required for non-owned and hired autos.

f. All policies required under the contract must contain an endorsement providing for the insurance company to give thirty (30) days written notice to the Mobile Bay National Estuary Program prior to cancellation of the policy.

Should you have any questions regarding any of these requirements, please contact Brenda Lowther at 251-431-6409. Your attention to this information will help to expedite disbursement of funds under the contract and will be greatly appreciated.

Exhibit A - INSURANCE REQUIREMENTS
MOBILE BAY NATIONAL ESTUARY PROGRAM CONTRACTORS
FISCAL YEAR 2012- 2013

The CONTRACTOR shall obtain, at its expense, and maintain in force for the duration of this Agreement, insurance policies providing the coverages specified herein. Such policies shall be issued by an insurance company or companies licensed to do business in the State of Alabama, with a minimum A.M. Best rating of "A VII" and shall contain coverage limits not less than the following:

a. Commercial General Liability - public liability including premises, products and completed operations.

(1) Bodily injury and property damage combined:

$1,000,000 per occurrence

$1,000,000 aggregate

The policy required under this Agreement shall name the Marine Environmental Sciences Consortium, its officers and employees as ADDITIONAL INSUREDS.

b. Automobile Liability Insurance -.including owned, non-owned and hired vehicles.

(1) Bodily injury and property damage combined:

$1,000,000 per accident

c. Workers' Compensation coverage which provides benefits required by the Workers' Compensation laws of the State of Alabama.

Employers' Liability: $1,000,000 each accident

$1,000,000 disease-Each employee

$1,000,000 disease-Policy limit

Prior to the disbursement of funds under this contract, CONTRACTOR shall provide to the MOBILE BAY NATIONAL ESTUARY PROGRAM Certificates of Insurance complying with the requirements herein. All such policies shall contain an endorsement requiring thirty (30) days written notice to the MOBILE BAY NATIONAL ESTUARY PROGRAM prior to cancellation thereof.

Exhibit B – STATEMENT OF NON-OWNERSHIP OF VEHICLES FOR MOBILE BAY NATIONAL ESTUARY PROGRAM CONTRACTORS FISCAL YEAR 2012- 2013

This form is for use when the contractor does not own any vehicles.

Please print the following statement on the organization's letterhead, sign, date, and return to the Mobile Bay National Estuary Program, 4172 Commanders Drive, Mobile, AL 36615.

To the Mobile Bay National Estuary Program:

(Name of Organization) does not presently own any vehicles. It is our understanding that should the organization acquire a vehicle, the automobile insurance required under the appropriation contract between (Name of Organization) and Mobile Bay National Estuary Program will be obtained immediately, and proof of such insurance will be furnished to the Mobile Bay National Estuary Program at 4172 Commanders Drive, Mobile, AL 36615.

_____ _____

Signature Date

_____

Title