



Alabama Port Authority
Requisition and Proposal

Project Name Pinto Island Yard Elevation Raising

Project No. 11681 **Task No.** 1

To: Prospective Bidders

Date: July 2026

Please procure the following and deliver to the address below:

Delivery of Proposal Alabama Port Authority 250 N. Water Street Mobile, AL 36602	Delivery of Work Alabama Port Authority 910 Dunlap Drive Mobile, AL 36602
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DESCRIPTION OF WORK

This Requisition solicits proposals for excavation of existing soils from the terminal dock to be placed in low spots in the rear of the yard at locations specified by Terminal staff. Additionally, the Contractor will be required to place and compact ALDOT No. 610 Stone in the excavated area to provide a suitable driving surface for Terminal operations at the Pinto Island Steel Terminal for the Alabama Port Authority (APA). Work will be in accordance with the requirements stated herein, attached insurance requirements, all referenced documents, and applicable State of Alabama Laws.

The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary for the specified work designated within this proposal. The project site is located at 910 Dunlap Drive in Mobile, Alabama 36602.

All Contractors submitting bids are to carefully examine the site of the proposed work by appointment only and thoroughly review the contract requirements prior to submission of a bid proposal. Each Bidder shall satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of the proposed contract. The submission of a proposal shall be proof that the bidding Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract. All bidding Contractors must hold the proper license from the State Licensing Board for General Contractors, Montgomery, Alabama. The license classification shall be HS (Highways and Streets), MU (Municipal and Utility), or H/RR (Heavy and Railroad).

A **NON-MANDATORY** pre-bid meeting is scheduled for Thursday, August 6, 2026, at 10:00 a.m. The meeting location will be at the work site on Dunlap Drive at the Pinto Island Steel Terminal. Any prospective bidders needing directions should call the project manager a minimum of 24 hours in advance of the meeting.

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



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The Contractor will be required to complete the work under the Contract within thirty (30) calendar days after receipt of a "Notice to Proceed". The work will have to be scheduled and performed in a manner that will not interfere with the operations of the facility ongoing in the immediate and adjacent areas. Work will start no later than ten (10) calendar days after receipt of notice to proceed. APA intent is that work hours will be during normal daylight hours. The contractor will be required to submit a detailed schedule within 10 days of the "Notice to Proceed" and before work begins.

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 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.

Time is an essential element in the contract. As the prosecution of the work will inconvenience the owner and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Alabama 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 \$300.00 shall be paid by the contractor to the Alabama 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 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 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 Port Authority with your bid package. In addition, the bidding company shall submit with their bid evidence that the company is enrolled in the E-Verify system. The following E-Verify website link is provided for convenience: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO APA RESTRICTED FACILITIES:

The Alabama Port Authority's Access Policy is provided on the APA 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) APA Badge, and 3) APA Vehicle Decal.



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CONTRACTOR'S PROPOSAL

The Contractor hereby agrees to provide specified equipment and perform the specified work for the prices outlined in the following schedule. The quantities listed may be increased or decreased to the actual installed amount after construction. In the event the quantities do change, the unit price shall apply according to scope of work.

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Value
1	Mobilization	Lump Sum	Lump Sum	Lump Sum	\$_____
2	Excavation and placement of Existing Soils	Lump Sum	Lump Sum	Lump Sum	\$_____
3	Installation of Class 1 Geotextile Fabric	Lump Sum	Lump Sum	Lump Sum	\$_____
4	Placement of ALDOT No. 610 Stone	Tons	790	\$_____/TN	\$_____
Total Base Bid			\$_____		

Total Base Bid in Words:

NOTES:

1. Sealed bid proposals will be received via courier to the Alabama Port Authority, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, AL 36602 by 11:00 A.M. on Friday, August 14, 2026. Sealed bid proposals can also be hand delivered from 11:45 A.M. to 12:00 P.M. on Friday, August 14, 2026, to the Alabama Port Authority in the International Trade Center building, 250 North Water Street, 1st floor – Killian Room, Mobile, AL. The official bid opening will be conducted in the Killian Room at 1:00 P.M. on Friday, August 14, 2026. No faxed or electronic bids will be accepted.
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.
2. A Bid Bond or Certified Check made payable to the Alabama Port Authority and equal to five (5%) percent of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.
3. 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.



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NOTES (CONTINUED):

4. 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.
5. Any questions regarding the procurement should be directed to Sean Kelly, Project Manager, via email at sean.kelly@alports.com.
6. The right is reserved, as the interest of the Alabama Port Authority may require, to reject any and all bids and to waive informalities in bids received.
7. The Alabama Port Authority will utilize its sales tax exemption status on this project.

SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

REFERENCED/ATTACHED DOCUMENTS

It is the sole responsibility of the prospective bidder to verify they have received all referenced/attached documents.

- Alabama Port Authority –Insurance Requirements for Contract Work
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Contractor's Signature:

Contractor Company _____

Name

Title

Date

Signature of Party Originating Requisition:

Sean Kelly, P.E.
Project Manager

Date



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Scope of Work Specifications

Work shall consist of the following:

1. Contractor shall provide Performance, and Labor & Materials Bond for this project before commencing work.
2. Contractor shall provide labor, materials, equipment, and supervision necessary to execute work efficiently and safely as outlined in contract documents.
3. Contractor shall remove approximately 990 CY of existing soil to a depth of 6", to be placed in designated locations in the rear of the steel yard.
4. Contractor shall furnish and install geotextile fabric, meeting ALDOT Class 1 specifications.
5. Contractor shall furnish and install approximately 790 Tons of ALDOT No. 610 stone, compacted, across the length of the pier to an elevation approximately 3" below the edge of the concrete craneway.
6. Contractor shall execute the work in (3) phases to correspond with the three ship berths of the terminal, so as to always maintain operability of (2) terminal berths during construction.



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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



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ALABAMA 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 Port Authority (APA), 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 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 Port Authority. The Contractor shall furnish to Alabama Port Authority certificates of insurance, signed by the licensed agent, evidencing required coverages. Alabama 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 Port Authority and to the insured. **Except for Workers Compensation, said policies will identify Alabama 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 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

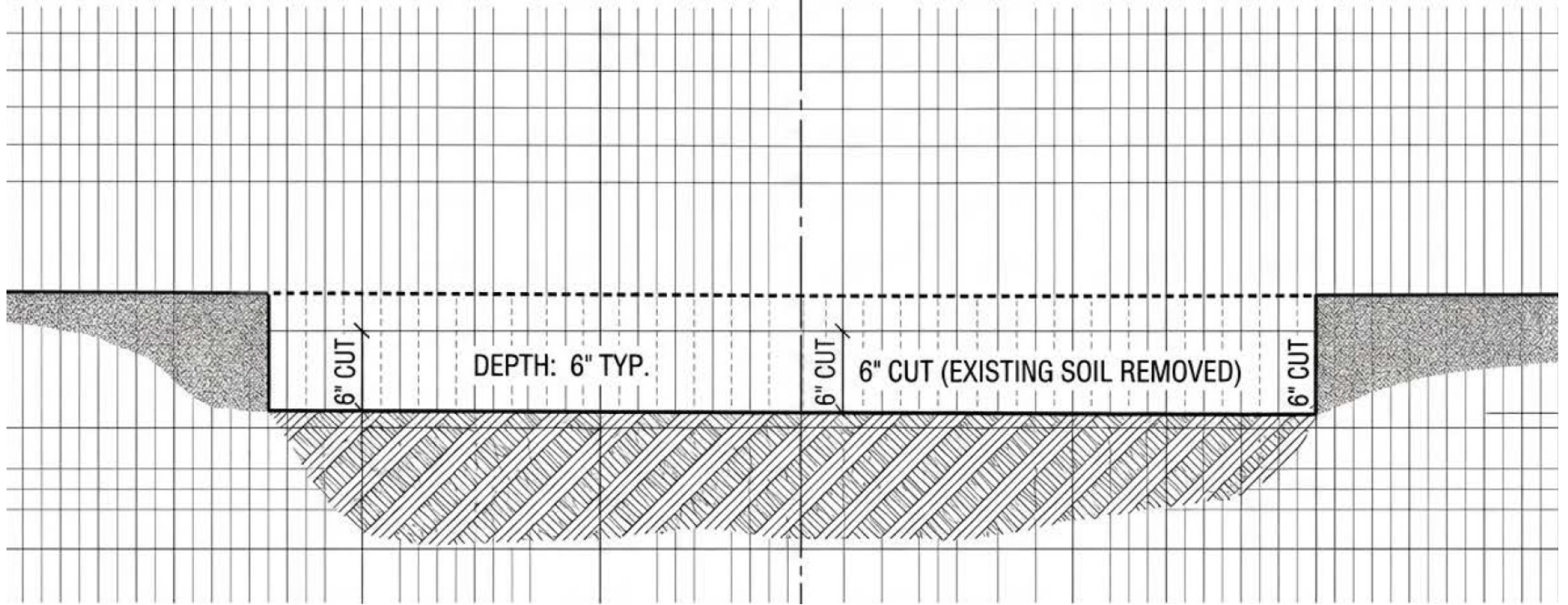
The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Workers Compensation

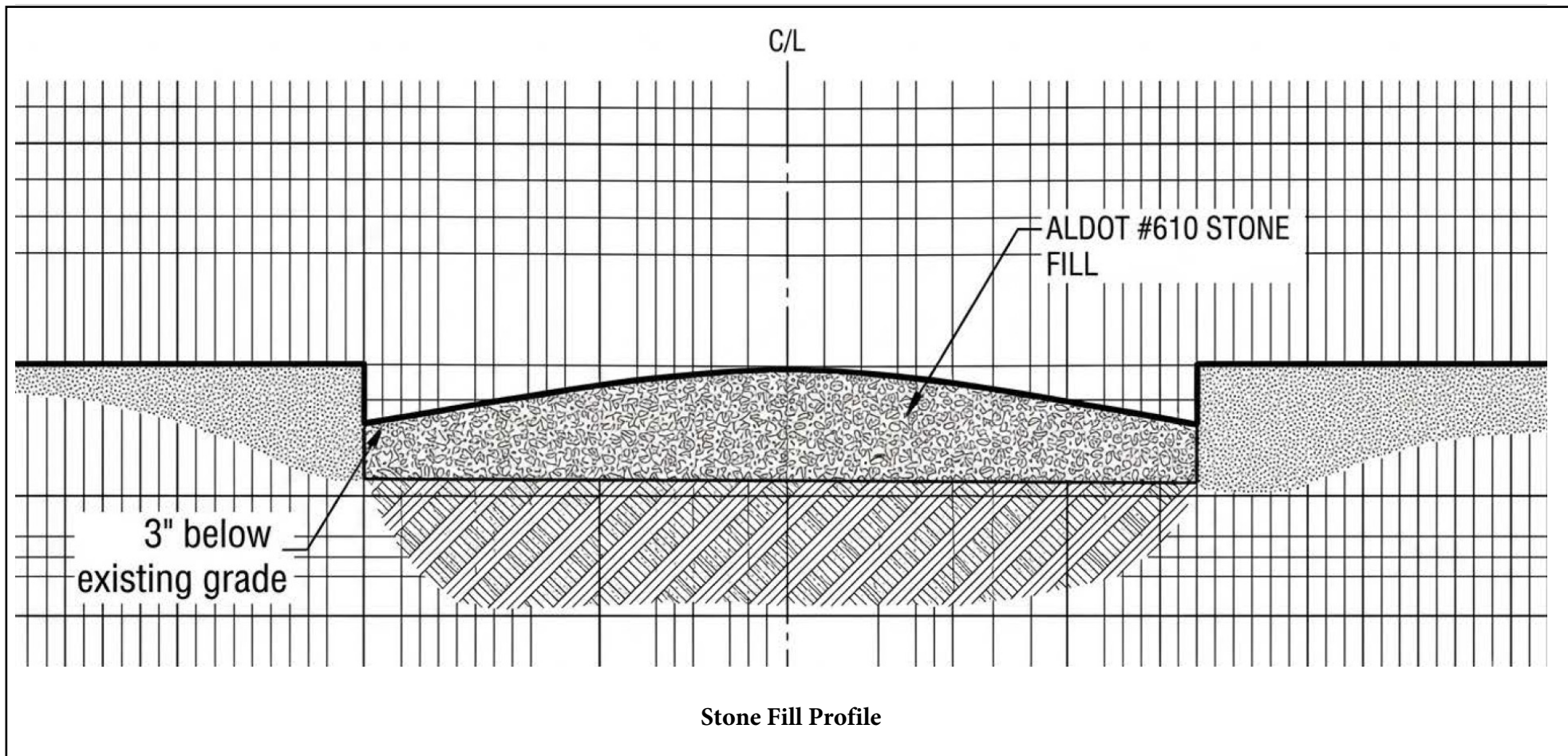
The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law.

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).

C/L



Excavation Profile

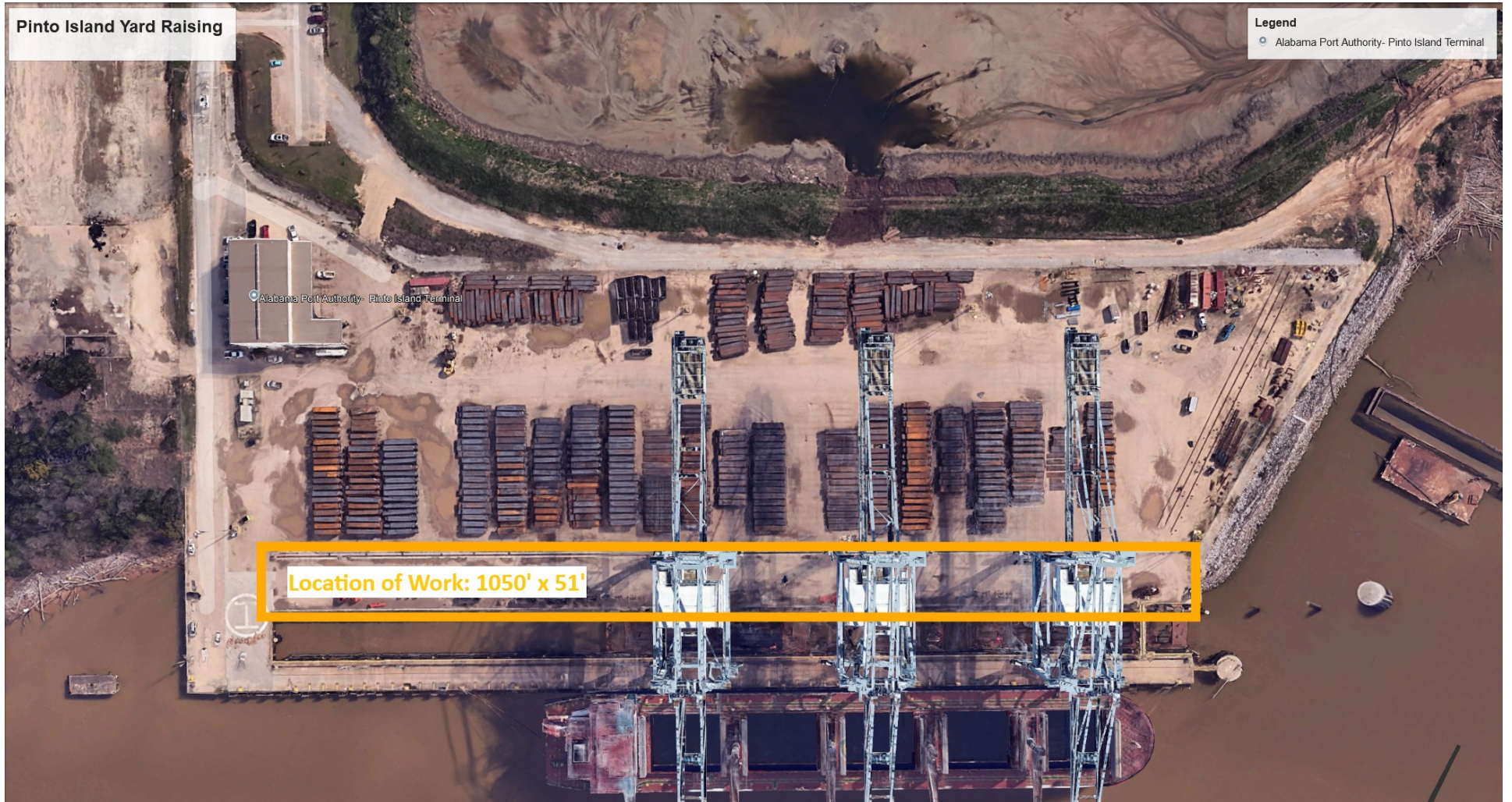


Pinto Island Yard Raising

Legend

Alabama Port Authority- Pinto Island Terminal

Location of Work: 1050' x 51'





Location of Excavation



Location of Excavation



Existing Electrical Conduit Access Mid-Point of Pier



Area for Placement Excavated Soils



Area for Placement Excavated Soils



Area for Placement Excavated Soils