



Alabama Port Authority
Requisition and Proposal

RE-BID

Project Name McDuffie Terminal Dock 2 Refurbishment – Supply of Rail and Associated Components

Location Mobile, Alabama

Project # 11703

Task # 1

JULY 2026

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SPECIFICATIONS AND CONTRACT DOCUMENTS



Douglas C. Otto, Jr., Director & CEO

Kay Ivey, Governor of Alabama

ISSUED BY

Engineering Services Department



Alabama Port Authority
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BID DOCUMENTS

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INVITATION TO BID

Sealed bid proposals will be received via courier to the Alabama Port Authority, 250 North Water Street, Mobile, Alabama 36602 by 1:30 P.M., on Thursday, August 6, 2026. Sealed bid proposals can also be hand delivered from 1:45 P.M. to 2:00 P.M., on August 6, 2026 to the Alabama Port Authority in the International Trade Center building, first floor – Killian Room, 250 North Water Street, Mobile, Alabama. Faxed or electronically submitted bids will not be accepted. The right is reserved, as the interest of the Alabama Port Authority may require, to reject all bids through a Notice of Non-award or otherwise, and to waive informalities in bids received.

PROJECT 11703 TASK 1

**MCDUFFIE TERMINAL DOCK 2 REFURBISHMENT - SUPPLY OF RAIL AND ASSOCIATED COMPONENTS
MOBILE, ALABAMA**

The work consists principally of the supply and delivery of the specified crane rail and associated components to the APA McDuffie Terminal facility in Mobile, Alabama in accordance with the attached contract documents. If APA elects to award the Bid Additive, then work will consist of supply and installation of the specified crane rail system.

Specifications, proposal forms, bid and bond forms, and plans are available on the Alabama Port Authority website at www.alports.com. For additional project contractual information, please contact the APA Project Manager, Brandon Taylor (251) 441-7243 (email to brandon.taylor@alports.com). For technical information, please contact the APTIM Project Manager, Mike Dye at (251) 380-1224 (email to mike.dye@aptim.com).

Each Bidder shall satisfy oneself as to the character, quality, and quantities of components to be supplied, 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.

The Alabama Port Authority will utilize its sales tax exemption status on this project. The Contractor will be responsible for the purchase of all materials and will be required to apply for a sales and use tax certificate of exemption upon contract award.

A Guarantee will be required with each bid as follows: At least five (5%) percent of the amount bid, but no more than Ten Thousand (\$10,000) Dollars, shall be furnished in the form of a certified check or Bid Bond payable to the Alabama Port Authority.

A Performance Bond in an amount not less than the sum bid will be required at the signing of the contract.

A Labor and Material Bond will be required only if the Bid Additive is elected to be awarded. The Labor and Material Bond will be in an amount not less than the sum bid (Base plus Bid Additive) and be required at the signing of the contract.



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BID OPENING:

Bids will be publicly opened at 2:00 P.M., Thursday, August 6, 2026, in the International Trade Center Building, first floor – Killian Room, 250 North Water Street, Mobile, AL.

IMPORTANT NOTICE 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 Contractors must certify such compliance by executing the enclosed “Certificate of Compliance” and returning it to the Alabama Port Authority with your proposal. In addition, the company shall submit with their proposal evidence that the company is enrolled in the E-Verify system. The following E-Verify website link is provided for convenience: <https://www.e-verify.gov/>

IMPORTANT NOTICE REGARDING ACCESS TO APA FACILITIES:

All individuals needing access to McDuffie Terminal must have a valid Transportation Worker Identification Credential (TWIC) card, APA badge and an APA vehicle decal with no exceptions. Information regarding APA’s access policy is provided on the APA website at the following link: <https://www.alports.com/port-access>

Unloading of the delivered rail and components will be coordinated by APA on-site. The Contractor must provide APA advance notice of deliveries. APA will not be responsible for unsuccessful delivery attempts due to lack of advance notice.

Time is an essential element in the Contract. Therefore, for each day the equipment delivery is delayed beyond the date specified in the Delivery Schedule provided with the bid, \$500.00 shall be paid by the Contractor to APA as liquidated damages for the loss sustained by the Port Authority because of failure of the Contractor to complete the work within the specified time.

Subsequent to the final acceptance of this project by the Owner, the following requirements must be satisfied by the Contractor before final payment can be made.

- a) The Contractor must execute copies of CONTRACTOR’S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Project Manager.
- b) The Contractor must have their surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Project Manager.
- c) The Contractor must furnish a letter on their letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- d) The Contractor must furnish a written guarantee on their letterhead covering all defects in material and workmanship for a period of two (2) years commencing on the date of final acceptance.
- e) If any purchased items have been incorporated in the work, the Contractor must furnish a letter on their letterhead assigning those warranties to the OWNER. Copies of said warranties shall be bound in one binder and submitted along with the letter assignment.



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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 Project Manager in writing. Replies will be issued by Addenda posted to the Port's 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 ten (10) calendar days before the Bid Opening date.

2.0 SUBMISSION OF PROPOSALS

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

- a) Signed Proposal shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled, including the acknowledgement of Addenda. The signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.
- b) 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 Port Authority.
- c) Signed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (see page I-8)
- d) Include a Delivery Schedule for the new crane rail and associated components.

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

All mailed submissions, including those sent via courier service, must be delivered to the following address in accordance with the Invitation to Bid:

Alabama Port Authority
Attn: Brandon Taylor, Facilities Engineer
250 N. Water Street
Mobile, AL 36602
(251) 441-7243

No faxed or electronic bid submissions will be accepted. Conditional bids will not be accepted. Responding bidders are responsible for effective delivery by the above deadline, and late submissions will be rejected without opening and returned to the sender. APA accepts no responsibility for misdirected or lost proposals.



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PROPOSAL

Proposal of:

Address:

Date:

To: STATE OF ALABAMA, Alabama 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 Port Authority, for the prices listed below to complete:

PROJECT 11703 TASK 1

**MCDUFFIE TERMINAL DOCK 2 REFURBISHMENT - SUPPLY OF RAIL AND ASSOCIATED COMPONENTS
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 rail and components will be delivered within time schedules outlined in the Delivery Schedule, provided by the Bidder.

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.

Items not specifically noted in the schedule of prices shall be considered ancillary to the project and be absorbed in the bid items, no separate payment shall be made for these items.

Bids will be evaluated on a Best Value basis, considering both the proposed cost and Delivery Schedule provided with the bid. Best Value cost will be determined by either Total Base Bid cost, or Total Base Bid plus Bid Additive cost. Consideration will be given to the proposed duration of installation work in Bid Additive. Approximate Quantity proposed should be for a complete installation of the rail system per the plans and specifications.

SCHEDULE OF PRICES

Base Bid

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	Project Bonds and Insurance	Lump Sum	Lump Sum	\$
2	MRS87a Crane Rail 110 CrV Grade	PC	Lump Sum	\$
3	Expansion Joints	SET	Lump Sum	\$
4	Two-Part Weldable Adjustable Rail Clips	PC	Lump Sum	\$
5	Sole Plates and Shim Plates, Hot Dip Galvanized Finish	PC	Lump Sum	\$
6	Expansion Joint Sole Plates and Shim Plates, Hot Dip Galvanized Finish	PC	Lump Sum	\$
7	Anchor Bolts Hot Dip Galvanized and Epoxy	PC	Lump Sum	\$
8	Epoxy Grout	UNITS	Lump Sum	\$
9	All Remaining Items Required for Complete Installation	Lump Sum	Lump Sum	\$
10	Delivery of Grout (See Note 1)	Lump Sum	Lump Sum	\$
11	Delivery of All Other Components	Lump Sum	Lump Sum	\$
TOTAL BASE BID COST				\$

- Note: Delivery of grout will be as directed by APA as needed for rail system installation, estimated April 2027. Delivery of grout will not be accepted before direction from APA.



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Bid Additive: installation services to provide all labor, materials, equipment, and supervision necessary for the complete installation of the new rail system including core-drilling of all anchor bolt holes. Work must be performed during scheduled dock availability. Assume work will be performed in April 2027, on one mobilization. Demolition of existing rail system to be performed by others. Bidder must include proposed duration for all installation work.

Bid Additive

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	Lump Sum	Lump Sum	\$
2	Bonds	Lump Sum	Lump Sum	\$
3	Installation of new rail system – All anchor bolt holes shall be core-drilled.	Lump Sum	Lump Sum	\$
TOTAL BID ADDITIVE COST				\$
TOTAL BASE BID + BID ADDITIVE COST				\$

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

ADDENDUM NO. _____

ADDENDUM NO. _____

ADDENDUM NO. _____

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 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 Port Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the McDuffie Terminal Dock 2 Refurbishment – Supply of Rail and Associated Components, Project 11703 Task 1.

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 penal 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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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.



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- 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 _____



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

on this _____ day of _____, 20____

WITNESS:

Signature

Printed Name of Witness



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INDEMNIFICATION AND INSURANCE REQUIREMENTS

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 APA, 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 APA. The Contractor shall furnish to APA certificates of insurance, signed by the licensed agent evidencing required coverages. APA 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 APA 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 APA including a waiver of all rights of subrogation.*

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 \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

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).



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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 Alabama 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 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:

**MCDUFFIE TERMINAL DOCK 2 REFURBISHMENT
SUPPLY OF RAIL AND ASSOCIATED COMPONENTS
MOBILE, 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.



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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 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) Secretary

(SEAL)

Witness as to Surety Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY: _____(s)

(Address)

Surety

BY: _____
Attorney-In-Fact

(Address)

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



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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 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:

MCDUFFIE TERMINAL DOCK 2 REFURBISHMENT
SUPPLY OF RAIL AND ASSOCIATED COMPONENTS
MOBILE, 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.



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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 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) Secretary
(SEAL)

Witness as to Surety Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY: _____(s)

(Address)

Surety

BY: _____
Attorney-In-Fact

(Address)

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



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ACKNOWLEDGEMENT FOR CHANGE ORDERS

TO: ALABAMA PORT AUTHORITY

RE: MCDUFFIE TERMINAL DOCK 2 REFURBISHMENT – SUPPLY OF RAIL AND ASSOCIATED COMPONENTS, MOBILE, ALABAMA

Gentlemen:

In order to avoid the necessity of extensive amendment to the referenced Contract, the undersigned hereby acknowledges that the following conditions are those for which change orders are allowed under the Bid law:

1. Unusual and difficult circumstances which arise during the course of the execution of the Contract which could not have been reasonably foreseen.
2. Where competitive bidding for the new work will be to the serious detriment of the Owner.
3. Emergencies arising during the course of work.
4. Changes or alterations provided for in the original bid and original Contract.
5. The Contractor also acknowledges and agrees that if for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided in the Contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his intention to claim such additional compensation before he begins the work on which he bases his claim.

CONTRACTOR

BY: _____

DATE

TITLE



Alabama Port Authority
Requisition and Proposal

RE-BID

Project Name McDuffie Terminal Dock 2 Refurbishment – Supply of Rail and Associated Components
Location Mobile, Alabama
Project # 11703 **Task #** 1 **JULY 2026** I-17 | Page

CONTRACT

THIS AGREEMENT, made and executed on this _____ day of the month of _____, Two Thousand and _____ (20____), by and between The Alabama Port Authority, and _____ Contractor, domiciled in the state of _____, Party of the Second Part, and hereinafter designated as “CONTRACTOR,” WITNESSETH, that in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The CONTRACTOR shall and will provide and furnish all equipment and labor, and perform the work required to build, construct, and complete in a thorough and workmanlike manner, to the satisfaction of the Alabama Port Authority:

Project Name MCDUFFIE TERMINAL DOCK 2 REFURBISHMENT – SUPPLY OF RAIL AND ASSOCIATED COMPONENTS

Project # 11703 **Task #** 1

Hereinafter called the project, for the base Contract price of _____ DOLLARS, (\$ _____) and all extra work in connection therewith, and in accordance with plans, specifications, and Proposal, which are made a part thereof as fully as is set out herein, and hereby becomes a part of this Contract.

It is agreed and understood that the Alabama Port Authority shall pay, and the Contractor shall receive, the full compensation for the work performed in accordance with the Specifications.

The project shall commence and will be completed in accordance with the Contract Documents and Delivery Schedule.

This contract shall become effective immediately upon, and as of the date all necessary parties hereto have approached and signed the same.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in the year and day first above written.

WITNESS:

Alabama Port Authority

WITNESS:

BY: _____

Contractor Party of the Second Part

BY: _____



Project Name McDuffie Terminal Dock 2 Refurbishment – Supply of Rail and Associated Components

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RAIL AND COMPONENT SPECIFICATIONS

CRANE RAIL AND APPURTENANCES

PART 1 - GENERAL

1.0 SCOPE OF THE WORK

This section covers furnishing and installing (optional) all crane rails, including all anchor bolts, soleplates, washers, nuts, rail clips, fillers, epoxy grout, flash welding and/or thermite welding required for the installation of the rails as shown on the drawings.

The crane rail system, inclusive of the crane rail, rail clips, shim plates, soleplates, anchor bolts and epoxy grout shall be as shown on the Drawings.

2.0 REFERENCES

2.1 The CONTRACTOR shall follow the practices and standards described in the latest edition of the following specifications which are made a part of this Section:

2.1.1 American Railway Engineering and Maintenance-of-Way Association

a. AREMA 2024 Manual for Railway Engineering

2.1.2 ASTM International

- a. ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength
- b. ASTM A572/A572M – Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
- c. ASTM C307 – Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing
- d. ASTM C579 – Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- e. ASTM C580 – Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- f. ASTM A759 – Standard Specification for Carbon Steel Crane Rails
- g. ASTM F3125/F3125M – Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat



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Treated, Inch Dimensions 120 ksi, 144 ksi, and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength.

3.0 SUBMITTALS

- 3.1 All crane rail system materials as well as welding shall be supplied and performed by one manufacturer.
- 3.2 A complete schedule of the materials proposed for the crane rails shall be submitted for the approval of the Engineer. The schedule shall include catalogs, cuts, diagrams, drawings and such other descriptive data as may be required by the Engineer. No consideration will be given to partial lists submitted from time to time. Approval of equipment under this provision shall not be construed as authorizing any deviations from the specifications, unless attention of the Engineer has been directed to the specific deviations. Shop drawings for all fabricated items and the complete erection drawings with anchor bolt and clip layout shall be furnished.

PART 2 - PRODUCTS

4.0 MATERIALS

- 4.1 Crane Rails. All crane rails shall be Arcelor Mittal MRS87A 110 CrV. The rails shall be supplied head hardened per section S2 and shall have Brinell hardness number ranging from 321 to 388 when the decarburized surface has been removed. Crane rail hardness shall not exceed crane wheel Brinell hardness of 388. Provide standard rail lengths except for closure rails. Provide closure rails in one or two sections as long as practical, but in no case shall any piece be less than 13 feet long. The rails shall be square, either milled or ground, and prepared for welding. All burrs shall be removed. Mill certs shall be provided for rails and all rails shall be from a single rolling.
- 4.2 Rail Clips. Rail clips shall conform to AREMA specifications. Clips, except where shown otherwise, shall be the manufacturer's standard clips to fit the rail section and its intended use. Where special fillers and clips are required, they shall be of the same material as the standard clips and fabricated to the details shown on the drawings. (Clips as shown on the Contract Drawings shall be supplied by Gantrex, Atlantic Track or other approved equal).



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4.2.1 The clips shall be made of a forged steel lower piece with a cast upper piece, shall be designed to allow a lateral adjustment of at least 5/8 inch, and shall have self-locking, self-tightening features. Lower units shall be weldable forged steel with the following properties:

- | | | |
|----|--------------------------|-------------------------|
| a. | Minimum tensile strength | 65,000 psi |
| b. | Minimum yield strength | 45,000 psi |
| c. | Minimum elongation | 17.5% |
| d. | Hardness (Brinell) | Manufacturer's standard |

4.2.2 The vertical constraint on the rail shall be applied through a synthetic rubber nose vulcanized to the rail clip. The mechanical properties of the rubber nose shall be in accordance with the manufacturer's standards.

4.2.3 Bolts used to connect the upper and lower components shall be ASTM F3125 hex head bolts with heavy hex nuts and structural washer or approved equal.

4.3 Shim Plate. Shim plate material shall conform to ASTM A572, Grade 50. The shim plate shall be 1/4 inch thick by 5.875 inch wide by standard length. The shim plate shall be installed the full length of the crane rail.

4.4 Soleplates. Soleplate material shall conform to ASTM A572, Grade 50. Soleplate thickness and width shall be as shown on the drawings. Minimum soleplate thickness shall be 3/4 inch. A removable jacking bolt leveling system shall be provided with the soleplates as well as lower clip unit attached.

4.4.1 Anchor Bolts and Nuts. Anchor bolts and nuts shall conform to ASTM A307. Anchor bolt size and spacing shall be as shown on the Drawings (HDG).

4.4.2 Welding. All crane rails shall be joined by Welding. All welding shall be done by process certified welders. The Contractor shall provide a written, minimum 2-year warranty for all welds.

4.5 Rail Expansion Joints. Rail expansion joints and special soleplates shall be provided as required in the drawings and as specified.

4.6 Soleplate Epoxy Grout. Minimum epoxy grout thickness shall be 1-3/8 inch. The grout shall have the following minimum characteristics:



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- 4.6.1 Compressive strength shall be 13,000 psi minimum @ 7 days at 70°F as per ASTM C579, Test Method “B”.
- 4.6.2 Tensile strength shall be 2,000 psi minimum @ 7 days per ASTM C307
- 4.6.3 Flexural strength shall be 4,000 psi minimum @ 7 days per ASTM C580
- 4.6.4 Creep shall be limited to 0.3% under 2,500 psi @ 80°F in one year
- 4.6.5 Coefficient of linear shrinkage of 0.017 in/in @ 70°F in 28 days

5.0 DELIVERY

- 5.1 All rail and components are to be delivered to the McDuffie Coal Terminal Facility in Mobile, AL.
- 5.2 Delivery Address: 2001 Ezra Trice Blvd, Mobile, AL, 36603
- 5.3 Delivery of the Soleplate Epoxy Grout will be as directed by APA. Delivery of the grout will be planned as close as possible to 30 days ahead of rail system installation. Grout delivery will not be accepted unless directed by APA. It is the intention of APA to receive the grout when installation of all new rail and components is taking place and not store the grout for an excessive time.

PART 3 -EXECUTION

6.0 INSTALLATION (OPTIONAL – BID ADDITIVE)

- 6.1 General. The crane rails shall be accurately aligned to the specified rail centers and grades as shown on the drawings and within the following tolerances.
- 6.2 Horizontal. The center line of each rail shall be a straight line parallel to the base line used for construction and the distance measured at right angles between rail center lines shall be 100’-0” +5/16” at any location along the rail length.
- 6.3 Vertical. The top of rail shall be within .1 inch of the specified rail elevation at any point along the rail length and the rail elevation shall not vary more than .1 inch from a 10-foot straight edge placed in any location along the rail length.
- 6.4 Preliminary Survey



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- 6.4.1 The crane rail contractor shall verify, by survey, that the rail beam is at the correct elevation and gauge.
- 6.4.2 The crane rail contractor shall verify, by survey, the minimum, maximum and average soleplate grout thickness. Any change in the rail head elevation or the grout quantity must obtain engineering approval.
- 6.5 Anchor Bolts. Anchor bolts shall be set accurately in accordance with the approved shop drawings. The crane rail contractor shall use templates or soleplates to layout the anchor bolts.
- 6.6 Rails. Rails shall be installed on base plates to the dimensional tolerances specified herein to the required gage. The tracks shall be gaged normal to the rails as the anchor bolts and clips are tightened. The joints in each line of rail should be not less than 3 feet along the base line from the joints in the opposite rails unless otherwise required by the installation drawings. Crane rails shall be leveled by means of the adjustable leveling nuts. After rails have been leveled to the proper grade and anchor bolts tightened, the space between the concrete and base plates shall be grouted with non-shrink epoxy grout conforming to the requirements of the rail clip manufacturer with the grout installation directed by the rail clip manufacturer.
- 6.7 Thermite Welding. (Flash butt welding also acceptable) Welding shall be supervised by a Thermite weld kit manufacturer's representative. Welding shall conform to manufacturer's recommendations and shall be performed under the direction of the rail clip manufacturer. A detailed welding procedure shall be submitted to the Engineer for approval prior to welding. All joints, except at expansion, shall be thermite welded.
- 6.8 **Upon completion of the installation, an "As-Built" survey shall be performed by the Contractor to ensure the crane rails are installed in accordance with the acceptable tolerances.**