



Addendum #2

Date: May 13, 2024

ltem	Description				
DIVISION I – BID DOCUMENTS					
1.	1.0 ADDENDA AND INTERPRETATIONS – revised to add cutoff date of June 3, 2024, for submittal of questions.				
2.	. SCHEDULE OF PRICES, revised.				
	DIVISION III – SPECIAL PROVISIONS				
3.	SP-03 – COMMENCEMENT AND COMPLETION, project completion changed to 1,330 days.				
DIVISION IV – GENERAL PROVISIONS, CLAUSES, REQUIREMENTS AND COVENANTS					
4.	40-09 – BUILDER'S RISK or INSTALLATION FLOATER, required for this project.				
	DIVISION V – SPECIFICATIONS				
5.	SPECIFICATIONS SECTION 02480 – HIGH STRAIN DYNAMIC TESTING OF PILE FOUNDATIONS, is deleted.				
6.	SPECIFICATION SECTION 02210 – SURCHARGE, VERTICAL DRAINS AND MONITORING, Section 9.4 changed to add pattern and spacing for prefabricated vertical drains.				
7.	SPECIFICATIONS SECTION 02460 – PRESTRESSED CONCRETE PILING, reference to high-strain dynamic testing in Section 9.7 is deleted.				
8.	SPECIFICATIONS SECTION 02460 – PRESTRESSED CONCRETE PILING, Sections 3.2.1 and 3.2.2, duplication of Preconstruction Wave Equation Analysis paragraphs are deleted.				
9.	SPECIFICATIONS SECTION 02230 – LOAD TRANSFER PLATFORM, Section 1.2.7 – Engineer of Record is changed to TBD.				





Item	Description				
	PHASE IV YARD EXPANSION DRAWINGS				
10.	Drawing G11, Rev B – SLIP FILL HAULAGE ROAD & MISC. SITE WORK PARTIAL PLAN (SHT. 2 OF 2), revised to include ground modification area and Section M.				
11.	Drawing G12, Rev B – SLIP FILL HAULAGE ROAD & MISC. SITE WORK WEST RAMP CROSS SECTIONS, revised to include erosion control blanket.				
12.	Drawing G13, Rev B – SLIP FILL HAULAGE ROAD & MISC. SITE WORK EAST RAMP CROSS SECTIONS, revised to include erosion control blanket.				
13.	Drawing G14, Rev B – SLIP FILL HAULAGE ROAD & MISC. SITE WORK TRANSITION CROSS SECTIONS, revised to include erosion control blanket.				
14.	DRAWING G17A, Rev A – GROUND MODIFICATION AREA @ BULKHEAD EXT. TRANSITION CROSS SECTIONS, added to illustrate possible arrangement of rigid inclusions. Final ground modification strategy and actual configuration will be determined by the designer.				
15.	DRAWING P12, Rev B – NORTH BULKHEAD PILE CAP TO RCC PAVING CAST-IN- PLACE TRANSITION SLAB PLAN, revised to illustrate approximate limits of ground modification area.				
16.	DRAWING P13, Rev B – NORTH BULKHEAD PILE CAP TO RCC PAVING C.I.P. TRANSITION SLAB SECTIONS AND DETAILS, revised to illustrate possible arrangement of rigid inclusions.				
17.	DRAWING CV11, Rev B – FILL AND SURCHARGE SECTIONS STATION 17+00 TO 19+00, revised to update volumes.				
18.	DRAWING CV18, Rev B – SUBGRADE AND ROUGH GRADE SECTIONS STATION 14+50 TO 16+50, revised to update volumes.				
19.	DRAWING CV19, Rev B – SUBGRADE AND ROUGH GRADE SECTIONS STATION 17+00 TO 19+00, revised to update volumes.				





ltem	Description
20.	DRAWING C7, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-1" DETAILS, added geotextile fabric wrap around #57 stone
21.	DRAWING C8, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-2" DETAILS, added geotextile fabric wrap around #57 stone
22.	DRAWING C9, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-3" DETAILS, added geotextile fabric wrap around #57 stone
23.	DRAWING C10, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-4" DETAILS, added geotextile fabric wrap around #57 stone
24.	DRAWING C11, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-5" DETAILS, added geotextile fabric wrap around #57 stone
25.	DRAWING C12, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-6" DETAILS, added geotextile fabric wrap around #57 stone
26.	DRAWING C13, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-7" DETAILS, added geotextile fabric wrap around #57 stone
27.	DRAWING C14, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-8" DETAILS, added geotextile fabric wrap around #57 stone
28.	DRAWING C15, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-9" DETAILS, added geotextile fabric wrap around #57 stone
29.	DRAWING C16, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-10" DETAILS, added geotextile fabric wrap around #57 stone
30.	DRAWING C17, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-11" DETAILS, added geotextile fabric wrap around #57 stone





Item	Description				
31.	DRAWING C18, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-12" DETAILS, added geotextile fabric wrap around #57 stone				
32.	DRAWING C20, Rev B – DRAINAGE STRUCTURE JUNCTION BOX "JB-13" DETAILS, added geotextile fabric wrap around #57 stone				
33.	DRAWING C23, Rev B – TEMPORARY BYPASS OUTFALL 54 INCH DIA. HDPE WALL PENETRATION DETAIL, added geotextile fabric wrap around #57 stone				
34.	DRAWING C26, Rev B – DRAINAGE STRUCTURE WATER QUALITY UNIT DETAILS, added geotextile fabric wrap around #57 stone				
	PHASE IV DOCK MOD. & BULKHEAD EXT. DRAWINGS				
35.	DRAWING S5, Rev B – PILE PLAN AREA "AN", deleted note 10.				
36.	DRAWING S10, Rev B – BULKHEAD EXTENSION PILE CAP PLAN AREA "AN", revised to denote relocation of existing guard rails.				
37.	DRAWING S11, Rev B - BULKHEAD EXTENSION PILE CAP PLAN AREA "BN", revised to denote location and tie-in of new guard rail and final location of relocated guard rail.				
38.	DRAWING S12, Rev B - BULKHEAD EXTENSION PILE CAP SECTION AND DETAILS, revised to denote details for temporary and final location of relocated guard rail and new guard rail.				
39.	DRAWING S13, Rev B - BULKHEAD EXTENSION PILE CAP SECTION AND DETAILS, revised to denote details for temporary and final location of relocated guard rail and new guard rail.				
40.	DRAWING S18, Rev B – BULKHEAD EXTENSION NORTH TIE-IN PILE CAP DETAIL AND SECTION, revised to denote detail for new guard rail.				
41.	DRAWING S20, Rev B - BULKHEAD EXTENSION PILE CAP DETAIL AND SECTION, revised to denote temporary location for relocated guard rail post.				





Item	Description				
42.	DRAWING S21, Rev B - BULKHEAD EXTENSION PILE CAP DETAIL AND SECTION, revised to show modifications for relocated guard rails.				
43.	DRAWING S23, Rev B – BEAM PLAN, revised to denote location final location of relocated guard rail.				
44.	DRAWING S24, Rev B – DECK PLAN, revised to denote location final location of relocated guard rail.				
	QUESTIONS				
45.	DO THE SPECIFIED VOLUME QUANTITIES ACCOUNT FOR SETTLEMENT? Yes				
46.	IS QUANTITY PRICING LUMP SUM FOR MEASURED IN PLACE OR TRUCK LOAD? In-place measurement				
47.	WHAT IS THE ESTIMATED SURCHARGE DURATION? Compression of the weak layers will begin during slip fill (40 weeks) and continue through wick drain installation (4 weeks). The surcharge period (24 weeks) will be idle time. If the desired level of consolidation is not achieved in 24 weeks, additional time will be added to the schedule as necessary.				
48.	ARE RIGID INCLUSIONS ONLY TO BE INSTALLED AFTER THE SURCHARGE PERIOD? Correct.				
49.	PROVIDE CLARIFICATION REGARDING SLIP FILL ELEVATION VARIATION LIMIT OF 5FT. This applies during fill of the slip. The material may be end dumped on the west end of the slip and then spread evenly throughout the slip. The 5-foot limit does not apply to the material dumped if it is being distributed and does not extend too far into the slip (at the discretion of the ENGINEER).				
50.	CLARIFY EXISTING PORTIONS OF DOCK THAT APM HAS GRANTED ACCESS TO DURING CONSTRUCTION. There will be a 40-foot offset on the pier to allow access (see Drawing G-3 of the APMT Phase IV Dock Mod. & Bulkhead Ext. drawing set)				





ltem	Description
51.	CONFIRM SPECS IN WHICH STATE THE WEST SIDE BE TURNED OVER AFTER 365 DAYS IN FINAL READY TO USE CONDITION. DIVISION III, SPECIAL PROVISIONS, SP-03 COMMENCEMENT AND COMPLETION
52.	CLARIFY WEST SIDE SURCHARGE REQUIREMENT. Phase IV West has been consolidated as much as practicable and no further surcharging is required.
53.	CONFIRM GROUND MODIFICATION SYSTEM IS OPEN TO ANY PROPOSED OPTION. Alternative ground modification methodologies will be given consideration, however rammed aggregate piers or vibro-replacement (stone columns) are not appropriate for this project.
54.	WILL THE RCC BATCH PLANT REQUIRE TEMPORARY FENCING? Yes, approximately 825 feet of security fence must be constructed on the east and south boundaries to isolate the batch plant from McDuffie Coal Terminal (refer to the AS-BUILT drawing, G8 from APMT Phase Three Yard Expansion Project included in this addendum.
55.	WILL TWIC CARDS AND APA BADGES BE REQUIRED FOR ALL CONSTRUCTION PERSONNEL? No
56.	ARE ALL MATERIALS FOR THIS PROJECT REQUIRED TO BE DOMESTICALLY PRODUCED? No, materials obtained from non-domestic sources are acceptable.



Alabama Port Authority Specification Booklet

Project Name APMT Phase IV Yard Expansion

Location Mobile, Alabama

Project # 11261

Task # 1

April 2024

SPECIFICATIONS AND CONTRACT DOCUMENTS



John C. Driscoll, Director & CEO

Kay Ivey, Governor of Alabama

ISSUED BY

Engineering Services Department

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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, 1400 Alabama State Docks Blvd, Room 216, Administration Building, Mobile, Alabama 36602 by 1:30 P.M., on June 12, 2024. Sealed bid proposals can also be hand delivered from 1:45 P.M. to 2:00 P.M., on June 12, 2024 to the Alabama Port Authority in the International Trade Center building, 250 North Water Street, 1st Floor – Killian Room, Mobile, Alabama. Faxed or electronic 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 11261 APMT PHASE IV YARD EXPANSION MOBILE, ALABAMA

The work consists principally of providing bonds, labor, materials, equipment, and supervision necessary for the construction of a new container handling storage yard inclusive of all required removal work, installation of batter piles and a sheet pile bulkhead across a marine slip, fill work of the slip and upland area, surcharge with prefabricated vertical drains, installation of rigid inclusion piles with an associated load transfer platform, soil improvements, precast-prestressed concrete pile and auger cast pile installation, drainage, grading, soil cement stabilized base and RCC paving work, installation of a modular concrete retaining wall, utilities, communication, electrical distribution, lighting and fencing requirements as indicated on the Contract Drawings and Specifications.

Specifications, proposal forms, bid and performance 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, Kyle Strachan at (251)441-7205 (Email to Kyle.Strachan@alports.com). For technical information, please contact the APTIM Project Manager, Mike Dye at (251) 344-1913 (email at mike.dye@aptim.com).

A Pre-Bid Meeting is scheduled for May 7, 2024 at 2:00 P.M. in the Killian Room with a site visit to follow. **Bidder attendance is MANDATORY.**

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, Alabama with the classification of (H/RR) Heavy/Railroad.

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

A Performance Bond in an amount not less than the sum bid will be required at the signing of the contract and, in addition, a bond in an amount not less than One Hundred (100%) percent of the contract price, insuring payment of all labor and material.

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

Bids will be publicly opened at 2:00 P.M., June 12, 2024, in the International Trade Center Building, 250 North Water Street, first floor – Killian Room, Mobile, AL. 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.



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INSTRUCTIONS TO BIDDERS

1.0 ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing on or before June 3, 2024. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. 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.

2.0 PREQUALIFICATION OF BIDDERS

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

3.0 SUBMISSION OF PROPOSALS

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

- a) The Proposals shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.
- b) If the Bidder is a corporation organized in a state other than Alabama, attach to the Proposal a certificate from the Secretary of State showing that the Corporation is qualified to transact business in Alabama
- c) Attach a certified check or Bid Bond in the amount of 5% of the Proposal, but not more than \$10,000 made payable to the Alabama Port Authority
- d) Non-resident (out of state) Contractors shall attach all items included by SP-6
- e) Attach a copy of the State Contractor's License to Proposal
- f) Certificate of Compliance (pages 7-8 of this document)

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

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			PROPOSA	AL.	

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 11261 APMT PHASE IV YARD EXPANSION MOBILE, ALABAMA

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

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

Bidder agrees that he will commence the work within the time allotted by the Contract Documents with an adequate force, plant, and equipment and that the work will be completed within time schedules outlined in Special Provisions Article SP-3.

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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 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.

SCHEDULE OF PRICES

DESCRIPTION		ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
1	Project Bonds and Insurance	Lump Sum	L.S.		
2	Mobilization	Lump Sum	L.S.		
I. YA	RD & SLIP FILL				
I.1 P	hase IV West				
3	Appropriate BMP and Environmental Actions	Lump Sum	L.S.		
4	Demolition and Removal of Existing Structures	Lump Sum	L.S.		
5	Relocation of Water Treatment Plant	Lump Sum	L.S.		
6	Clear and Grub	Lump Sum	L.S.		
7	Proof Rolling	Lump Sum	L.S.		
8	Cut Area <u>A</u>	144,772	C.Y.	/C.Y.	
8A	Cut Area <u>B</u>	132,816	C.Y.	/C.Y.	
9	Yard Fill Area <u>A and B</u> (Existing Material)	53,938	C.Y.	/C.Y.	
10	West Construction Access Ramp	Lump Sum	L.S.		
11	East Construction Access Ramp	Lump Sum	L.S.		
12	Protected Slope on East Side of Phase I	Lump Sum	L.S.		
13	Soil Cement Base	77,168	S.Y.	/S.Y.	
14	Mobilization for RCC Paving	Lump Sum	L.S.		

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DESCRIPTION		ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
15	RCC Paving	78,297	S.Y.	/S.Y.	
16	Flex 650 Paving	2,223	S.Y.	/S.Y.	
17	Temporary Drainage	Lump Sum	L.S.		
18	Permanent Drainage	Lump Sum	L.S.		
19	Trench Drains (inclusive of water quality units)	Lump Sum	L.S.		
20	MESA Retaining Wall	18,446	S.F.	/S.F.	
21	Firewater Piping	Lump Sum	L.S.		
22	Domestic Water Piping	Lump Sum	L.S.		
23	Electrical	Lump Sum	L.S.		
24	High Mast Light Poles and Fixtures	4	Unit	/Unit	
25	High Mast Light Pole Foundations	4	Unit	/Unit	
26	Perimeter Light Poles and Fixtures	10	Unit	/Unit	
27	Perimeter Light Pole Foundations	10	Unit	/Unit	
28	Bollards	88	Unit	/Unit	
29	Fencing & Swing Gates	Lump Sum	L.S.		
30	Striping and Pavement Markings	Lump Sum	L.S.		
31	Row Signs (Concrete Block and sign at the end of container row)	15	Unit	/Unit	
		•		Subtotal Phase I	
I.2.	Phase IV East				
32	Appropriate BMP and Environmental Actions	Lump Sum	L.S.		
33	Clear and Grub	Lump Sum	L.S.		
34	Proof Rolling	Lump Sum	L.S.		
35	Fill AreaC	623,761	C.Y.	/C.Y.	
36	Surcharge	164,893	C.Y.	/C.Y.	
37	Cut and Removal Area <u>C</u>	177,424	C.Y.	/C.Y.	
38	Fill AreaC to bottom of soil cement	43,834	C.Y.	/C.Y.	
39	Wick Drains	2,000,000	L.F.		
40	Rigid Inclusions	Lump Sum	L.S.		



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DESCRIPTION		ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
41	Load Transfer Platform	Lump Sum	L.S.		
42	Soil Cement	69,130	S.Y.	/S.Y.	
43	Mobilization for RCC Paving	Lump Sum	L.S.		
44	RCC Paving	69,857	S.Y.	/S.Y.	
45	Flex 650 Paving	1,157	S.Y.	/S.Y.	
46	Drainage	Lump Sum	L.S.		
47	Trench Drains (inclusive of water quality units)	Lump Sum	L.S.		
48	MESA Retaining Wall	5,440	S.F.	/S.F.	
49	Firewater Piping	Lump Sum	L.S.		
50	Electrical	Lump Sum	L.S.		
51	High Mast Light Poles and Fixtures	5	Unit	/Unit	
52	High Mast Light Pole Foundations	5	Unit	/Unit	
53	Perimeter Light Poles and Fixtures	6	Unit	/Unit	
54	Perimeter Light Pole Foundations	6	Unit	/Unit	
55	Bollards	84	Unit	/Unit	
56	Fencing	Lump Sum	L.S.		
57	Striping and Pavement Markings	Lump Sum	L.S.		
58	Row Signs (Concrete Block and sign at the end of container row)	13	Sign	/Sign	
				Subtotal Phase II	
II BL	JLKHEAD				
59	Demolition and Removal of Existing Structures	Lump Sum	L.S.		
60	Supply and Installation of PNZ54/NZ19 Combination Wall	Lump Sum	L.S.		
61	Concrete Bearing Piling (24" Square Piles)	4,250	L.F.	/L.F.	
62	Concrete Batter Piling (24" Square Piles 4:12 batter)	840	L.F.	/L.F.	
63	Concrete Batter Pilings (24" Square Piles 6:12 batter)	5,715	L.F.	/L.F.	



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DESC	RIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
64	Concrete Work (Dock Addition)	Lump Sum	L.S.		
65	Concrete Work (Bulkhead Cap)	Lump Sum	L.S.		
66	Remove and Reinstall Light Poles	Lump Sum	L.S.		
67	Storm Drain Line Penetrations for Outfall No. 1	Lump Sum	L.S.		
68	Storm Drain Line Penetrations for Outfall No. 2	Lump Sum	L.S.		
			Su	btotal - Bulkhead	
69	All remaining items necessary for a complete job installation	Lump Sum	L.S.		
70	Demobilization	Lump Sum	L.S.		
			тс	TAL PROJECT BID	

35A	Alternate bid item for owner supplied slip fill received in barges and offloaded by contractor into slip	623,761	СҮ	/C.Y.	
TOTAL ALTERNATE PROJECT BID					

1. Quantities listed in the Schedule of Prices are approximate quantities intended to give the Contractor an order of magnitude of the work involved. The Contractor shall be responsible for determining the actual quantities required and accounting for them in the Bid Prices and notifying the Engineer of any discrepancies.

Unit Prices for Additional Items if Required:

		Without Driving	With D	riving
A)	24" Concrete Pile Buildups	\$/Ft.	\$	_/Ft.
B)	Clamshell, if required, at north end of bulkhead for rip/rap –	Daily Rate	\$	_/Day.

debris removal

	Alabam <i>Specific</i>	a Port Authority cation Booklet	Revised with Addendum No. 2	
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Location	I	Mobile, Alabama		
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				Dollars
		(In Wo	ords)	
I, the undersi	igned bidder	r, hereby acknowledge receij	ot of the following addenda:	
ADDEND	DUM NO			
ADDEND	DUM 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 fo	r 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 Phase IV Yard Expansion, Project 11261 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 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	
Ву	

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Project Name APMT Pha		APMT Phase IV Ya	rd Expans	sion	
Location		Mobile, Alabama			
Project #	11261	Task #	1	April 2024	I-11 P a g e
State of					
County of					
CERTIFICATE CITIZEN PRC	E OF COMP	PLIANCE WITH THE ACT (ACT 2011-535	BEASOI 5, as amo	N-HAMMON ALABAMA TAXP ended by Act 2012-491)	AYER AND
DATE:					
RE Contract/	/Grant/Inc	entive (describe by	v numbe	r or subject):	
				by and between	
				(Contractor/Grantee) and	
				(State Agency, Departmen	t or Public Entity)
The undersiរ្	gned herek	by certifies to the S	state of A	Alabama as follows:	
• The	al a wata a al	halda tha waa	·•·	£	

- 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.

<u>BUSINESS ENTITY</u>. 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.

<u>EMPLOYER</u>. 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

Ву: _____

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



U.S Department of Housing and Urban Development

FY2022 Community Project Funding

Grant Forms

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature / Authorized Certifying Official

Typed Name & Title

Applicant / Organization

Date Signed

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

AFFIDAVIT AND CERTIFICATE OF COMPLIANCE

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b) AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared ______ (print name)

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any

political subdivision thereof, or any state-funded entity to a business entity or employer that

employs one or more employees, I hereby attest that in my capacity as

______ (state position) for ______ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS

ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature of Affiant
- 5

Sworn to and subscribed before me this _____day of ______, _____, _____,

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____Signature and Seal of Notary Public



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SP-01 DESCRIPTION OF WORK

The work consists principally of providing bonds, labor, materials, equipment, and supervision necessary for the construction of a new container handling storage yard inclusive of all required removal work, installation of batter piles and a sheet pile bulkhead across a marine slip, fill work of the slip and upland area, surcharge with prefabricated vertical drains, installation of rigid inclusion piles with an associated load transfer platform, soil improvements, precast-prestressed concrete pile and auger cast pile installation, drainage, grading, soil cement stabilized base and RCC paving work, installation of a modular concrete retaining wall, utilities, communication, electrical distribution, lighting and fencing requirements as indicated on the Contract Drawings and Specifications.

SP-02 OWNER PURCHASE OF MATERIALS

The Alabama Port Authority will authorize the Contractor to utilize its sales tax exemption status on this project. It will be the responsibility of the Contractor to complete the required paperwork once initiated by APA. The following items within Division IV are hereby deleted in their entirety:

- Division IV Section 20-14.2, Purchase of Materials or Equipment
- Division IV Section 20-14.3, Payment of Materials or Equipment
- Division IV Section 20-14.4, Accounting Procedures
- Division IV Section 20-14.5, Procedures
- Division IV Section 20-14.7, Project Close-Out

SP-03 COMMENCEMENT AND COMPLETION

The Contractor will be required to commence work under this contract in accordance with DIVISION IV GENERAL PROVISIONS Article 90-02 (NOTICE TO PROCEED), to prosecute said work with faithfulness and energy, and to complete the project milestones within the following time frames referenced to receipt of Notice to Proceed:

1.	Completion of the upland yard area and release for use	365 calendar days
2.	Installation of the pipe-z bulkhead wall and associated piling	460 calendar days
3.	Project completion	1.330 calendar davs

The time stated for final completion shall include final clean-up of the premises. Failure to complete work on schedule shall initiate liquidated damages, which will be assessed in accordance with the provisions of Paragraph 20-13 (LIQUIDATED DAMAGES) of DIVISION IV, GENERAL PROVISIONS.

SP-04 QUALIFICATION OF BIDDERS

In addition to the requirements of Article 20-01 and 20-03 of Division IV, GENERAL PROVISIONS, the Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such



information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SP-05 ACCEPTANCE OR REJECTION OF BIDS

The Authority reserves the right to accept or reject any or all bids and to waive informalities. All bidders must be licensed to operate as contractors in the State of Alabama. Attention of bidders is directed to Chapter 8 of Title 23 of the Code of Alabama, 1975, and Amendments thereto, relating to the licensing of General Contractors. No bid will be accepted from anyone except a qualified Contractor, licensed by the State Licensing Board for General Contractors. In addition, non-residents of the State must show evidence of having qualified with the Secretary of State to do business in Alabama.

SP-06 NON-RESIDENT (OUT-OF-STATE) CONTRACTORS

Preference shall be given to resident contractors, and non-resident bidders domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts the same as Alabama contractors bidding under similar circumstances; and resident contractors in Alabama are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident.

Non-resident bidders must accompany any written bid documents with a written opinion of any attorney at law licensed to practice law in such non-resident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that State in the letting of any or all public contracts.

SP-07 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer, and their agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Paragraph SP-07.

In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification under this Paragraph SP-07, shall not be limited in any way by any limitation on the amount or type of



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damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, or other employee benefits acts.

SP-8 SUPERVISION & OFFICE TRAILER

The Contractor shall place a competent superintendent on the Project who shall have experience in the type of work being performed under this Contract. A resume of the superintendent's experience shall be submitted for review prior to the placement of the named person on the project. The Contractor shall also submit an organizational chart, which shall clearly show the Contractor's personnel assigned to the Project and the position that they hold. The chart shall also define the persons of contact with the Owner and the Engineer.

The Owner reserves the right to request changes in supervision for incompetent actions or other reasons of due cause. Once the Contractor is notified in writing of a request to replace the superintendent, he shall do so within five (5) calendar days of such request.

The Contractor's assigned superintendent shall have responsibility for the day-to-day operations of the work and shall be the on-site safety officer responsible for implementation of the Contractor's safety program unless another named person is so assigned.

The assigned superintendent shall remain on the Project site while work under the Contract is being performed. In the superintendent's absence from the site, another named person shall be responsible for all aspects of the work. Notification of the name of the individual shall be filed with the Owner and Engineer. The Contractor shall not reassign a superintendent without the acknowledgement and approval of the Owner.

The Contractor shall maintain an on-site trailer for the duration of the project. The Contractor shall also provide office space for the Engineer's representative. This space shall be air conditioned and shall be provided with a suitable desk and chair for the purpose of reviewing project drawings.

SP-9 CONTRACTOR'S REPRESENTATIVE

A representative of the Contractor shall be on the site at all times work is being conducted as required by paragraph 90-01 (SUBLETTING OF CONTRACT) of DIVISION IV. A telephone number should be given to the Engineer where he might contact the Representative after working hours in case of an emergency.

SP-10 METHOD OF PAYMENT

N/A

SP-11 INSURANCE

The following shall apply to Section 40 (Indemnification and Insurance Requirements) of Division IV General Provisions:



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- 1) Omit Section 40-04 Owner's and Contractor's Protective Liability **Not Required**
- 2) Omit Section 40-08 Railroad Protective Liability Not Required
- 3) Omit Section 40-10 Professional Liability Coverage Not Required

SP-12 TAXPAYER AND CITIZEN PROTECTION ACT

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 along with proof of the bidding company's enrollment in the everify program with your bid package. The following E-Verify website link is provided for convenience: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

SP-13 GUARANTEE

The Contractor shall furnish to the Alabama Port Authority a two (2) year written guarantee issued from the date of final acceptance. This guarantee shall cover any defective material or workmanship on the entire project.

SP-14 CPM PROJECT SCHEDULE

The Contractor shall prepare a CPM Project Schedule using Microsoft Project and the schedule shall show all items of work necessary to bring the project to completion. The Contractor shall submit electronic copies of his Progress Schedule updated monthly to reflect the status of the work. These updates shall be submitted in conjunction with the monthly progress Payment Request and shall be a requisite for the payment request to be processed.

SP-15 INTENT OF PLANS AND SPECIFICATIONS

The following is in addition to Article 60-03 of DIVISION IV, GENERAL PROVISIONS.

Any detail which may be incomplete or lacking in the plans and specifications shall not constitute claim for extra compensation. Such detail shall be supplied by the Contractor and submitted to the Engineer in advance of its requirement on the job. The true intent of the plans and specifications is to produce a complete working facility and incomplete detail will not abrogate this intent.

SP-16 TEMPORARY WATER AND ELECTRICAL POWER

The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water of a quality suitable for his use for construction and domestic consumption. At his own expense, he shall install and maintain any necessary water supply connections and piping. However, he shall do so only at such locations and in such workmanship manner as may be authorized by the OWNER. Before final acceptance, temporary connections and piping installations by the Contractor shall be removed in a workmanship manner to the satisfaction of the OWNER.



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All electrical current required by the Contractor shall be furnished by the Contractor at his own expense. All temporary connections for electricity shall be subject to the approval of the ENGINEER. The Contractor shall at his own expense, install a meter to determine the amount of current used by him/her and will pay for such electricity at prevailing rates.

SP-17 PORT ACCESS CREDENTIALS

All individuals doing any work on this project, including operators, supervisors, maintenance personnel, truck drivers, etc. 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 link below.

https://www.alports.com/port-access/



GENERAL PROVISIONS, CLAUSES, REQUIREMENTS AND COVENANTS

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SECTION 10 DEFINITIONS OF TERMS

Whenever the following terms are used in these specifications, in the Contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association of AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the site of work to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 ALDOT SPECS. The State of Alabama Department of Transportation Standard Specifications for Roads and Bridges, latest edition.

10-05 AISC. The American Institute of Steel Construction.

10-06 AREA. American Railway Engineering Association.

10-07 ASA. American Standards Association.

10-08 ASTM. The American Society for Testing and Materials.

10-09 AWARD. The acceptance, by the OWNER, of the successful bidder's proposal.

10-10 AWPI. American Wood Preservers Institute.

10-11 BIDDER. Any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-12 CALENDAR DAY. Every day shown on the calendar.

10-13 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and Contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the Contract.

10-14 COMMERCE. The prime business of the OWNER, consisting of the transshipping and storage of goods and materials by highway, rail, barge, and ship.

10-15 CONSTRUCTION MANAGER. The individual, partnership, firm or corporation duly authorized by the OWNER to be responsible for construction management supervision of the Contract work and acting directly or through an authorized representative.

10-16 CONTRACT. The written agreement covering the work to be performed. The awarded Contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans; Change Orders and any addenda issued to bidders.

10-17 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the Contract.



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10-18 CONTRACT TIME. The number of calendar days or working days, stated in the special provisions, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.

10-19 CONTRACTOR. The individual, partnership, firm or corporation primarily liable for the acceptable performance of the work Contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the Contract work.

10-20 DEPARTMENT. The Alabama Port Authority.

10-21 DIRECTOR. The Director of the Alabama Port Authority, as constituted under the laws of Alabama.

10-22 ENGINEER. The individual, partnership, firm or corporation duly authorized by the OWNER to be responsible for Engineering supervision of the Contract work and acting directly or through an authorized representative.

10-23 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-24 EXTRA WORK. An item of work not provided for in the awarded Contract is previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the Contract as previously modified.

10-25 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington D.C. 20407.

10-26 FORCE ACCOUNT. The term used to describe a method of accounting which may be employed as a basis of payment to the Contractor for Extra Work.

10-27 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary reviews of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-28 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved", "acceptable" "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject to each case to the final determination of the OWNER.

Any reference to a specific requirement of a numbered paragraph of the Contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-29 LABORATORY. The official testing laboratories of the OWNER or such other laboratories as may be designated by the Engineer.



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10-30 MAJOR AND MINOR CONTRACT ITEMS. A major Contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded Contract. All other items shall be considered minor Contract items.

10-31 MATERIALS. Any substance specified for use in the construction of the Contract work.

10-32 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the Contract time begins.

10-33 OWNER. The term OWNER shall mean the State of Alabama acting by and through the Alabama Port Authority.

10-34 PAYMENT BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-35 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the Contract.

10-36 PLANS. The official drawings or exact reproductions, approved by the Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the Contract, supplementary to the specifications.

10-37 PROJECT. The agreed scope of work for accomplishing specific development.

10-38 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-39 PROPOSAL FORM. The approved, prepared form on which the OWNER requires that formal bids be submitted for the work contemplated.

10-40 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a Contract if his proposal is accepted by the OWNER.

10-41 SPECIAL PROVISIONS. Specific directions and provisions additional to these GENERAL PROVISIONS and to any CONSTRUCTION SPECIFICATIONS setting forth conditions or requirements of construction which are not satisfactorily covered by these GENERAL PROVISIONS or the CONSTRUCTION SPECIFICATIONS. SPECIAL PROVISIONS shall prevail over the GENERAL PROVISIONS and CONSTRUCTION SPECIFICATIONS because they set forth the final Contractual intent as to the matter involved.

10-42 SPECIFICATIONS. A part of the Contract containing the written directions and requirements for completing the Contract work. Standards for specifying materials or testing which are cited in the Contract specifications by reference shall have the same force and effect as if included in the Contract physically.

10-43 STATE. The State of Alabama, the Party of the First Part to the Contract, acting by and through the Alabama Port Authority.

10-44 STRUCTURES. Port facilities such as wharves, piers, dolphins, bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, under drains,



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electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, buildings, vaults, and other man-made features of the port that may be encountered in the work and not otherwise classified herein.

10-45 SUBCONTRACTOR. Any properly qualified individual undertaking the performance of any part of the work under the terms of the Contract, by virtue of an agreement between himself and the Contractor, with the approval of the OWNER.

10-46 SUBGRADE. The soil which forms the pavement foundation.

10-47 SUPERINTENDENT. The Contractor's executive representative who is present on the work site during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the OWNER covering: (1) work that would increase or decrease the total amount of the awarded Contract by not more than 10 percent; or any major Contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded Contract, or (2) work that is not within the scope of the originally awarded Contract.

10-49 SURETY. The corporate body, licensed under the laws of Alabama, bound with and for the Contractor for the acceptable performance of the Contract and also for the payment of all claims recoverable under the Contract Bonds.

10-50 WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract, plans and specifications.

10-51 WORKING DAY. A working day shall be any day other than a national legal holiday, Saturday, or Sunday, on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the Contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and national holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.



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SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 PREQUALIFICATION OF BIDDERS

Proposal forms will be issued only to prospective Bidders who are licensed under the terms of the existing State laws. If the applicant is a corporation organized in a state other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama.

20-02 CONTENTS OF PROPOSAL FORMS

The OWNER shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-03 ISSUANCE OF PROPOSAL FORMS

The OWNER reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former Contracts in force with the OWNER.
- (b) Contractor default under previous Contracts with the OWNER.
- (c) Proposal withdrawal or Bid Bond forfeiture on previous project with the OWNER.
- (d) Unsatisfactory work on previous Contract with the OWNER.
- (e) Performance failure of manufacturer's product or materials.

20-04 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the Contract. The OWNER does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled 50-02 ALTERATION OF WORK AND QUANTITIES of Division IV, without in any way invalidating the unit bid prices.

20-05 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and Contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed Contract. The submission of a proposal shall be prima facie evidence that the bidder



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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, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the OWNER's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the OWNER.

20-06 PREPARATION OF PROPOSAL

The bidder shall submit his proposal on the forms furnished by the OWNER. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposed to do each pay item furnished in the proposal. The Department will check the gross sum given in the proposal and in case of error or discrepancy, the gross sum obtained by adding the products of the unit prices and the various estimated quantities listed in the proposal shall prevail and this shall be the Contract Bid Price. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation the person signing the proposal shall give the name of the State under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20-07 IRREGULAR PROPOSALS

Proposals shall be considered irregular for the following reasons:

- (a) If the proposal is on a form other than that furnished by the OWNER, if the OWNER's form is altered, or if any part of the proposal form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- (d) If the proposal contains unit prices that are obviously unbalanced.
- (e) If the proposal is not accompanied by the bid bond specified by the OWNER.

The OWNER reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the OWNER and conforms to laws and ordinances pertaining to the letting of construction Contracts.



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20-08 PROPOSAL GUARANTY

Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount of 5% of the bid price, but not more than \$10,000. Such check, or collateral, shall be made payable to the Alabama Port Authority.

20-09 DELIVERY OF PROPOSAL

Each proposal submitted shall be placed in a sealed envelope plainly marked on the outside with the project description, Bidder's name and address, Contractor's License number, Contractor's Classification of License, and the time and date of bid opening. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids.

Proposals received after the bid opening time shall be returned to the bidder unopened.

20-10 WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the OWNER in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-11 PUBLIC OPENING OF PROPOSALS

Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-12 DISQUALIFICATION OF BIDDERS

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the OWNER.
- (c) If the bidder is considered to be in "default" for any reason specified in the paragraph titled ISSUANCE OF PROPOSAL FORMS of this subsection.
- (d) If the bidder has not complied with the provisions of the Laws of the State of Alabama concerning licensing of Contractors.
- (e) If an out-of-state bidder has not qualified with the Secretary of State to do business in Alabama.

20-13 LIQUIDATED DAMAGES

Time is an essential element in the Contract. As the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Department of the administration of the Contract,



supervision, inspection, engineering, and in some cases maintenance of detours around or over the work under construction will be increased or decreased as the time occupied in the Work is lengthened or shortened. Therefore, exclusive of Sundays, national holidays, and other exceptions and extensions as detailed elsewhere in these Specifications for each day that the Work remains incomplete after the time specified in the Contract, or additional time that may be allowed by the Engineer for the completion of the work when extra or additional work is ordered by the Engineer, the amount specified in the following schedule shall be paid by the Contractor to the Department as liquidated damages for the loss sustained by the State because of failure of the Contractor to complete the work within the specified time.

SCHEDULE OF LIQUIDATED DAMAGES

Contract Bid Price	Amount of Liquidated Damages	<u>per Day</u>
\$100,000 and less	\$	100.00
More than \$100,000 and less than \$250,000		150.00
\$250,000 and less than \$600,000		200.00
\$600,000 or more	0.033% of Contract	t Amount

20-14 OWNER PURCHASE OF MATERIALS

20-14.1 In accordance with the State of Alabama Statutes for **Sales Tax exemptions for a State Agency**, it is the intent of this Contract for the Alabama Port Authority (Owner) to reduce sales tax.

20-14.1.1 The Owner reserves the right to purchase all of the required materials or equipment to be used on this project which will become part of the realty.

20-14.1.2 The cost of the Materials and Equipment which will become part of the realty is to be included in the Bid Price. Sales taxes, which will become part of the realty in accordance with the Alabama Statutes, are not to be included.

20-14.1.3 In order to achieve sales tax exemption and avoid jeopardizing immunity from sales taxes it is essential that the following procedures be followed.

20-14.2 Purchase of Materials or Equipment

20-14.2.1 All purchase orders must be executed on the Owner's Purchase Order Letterhead/Form.

20-14.2.2 The purchase order form format is to be designed at the Owner's discretion with the Owner reserving approval rights concerning terms and conditions boilerplate.

20-14.2.3 The Contractor's organization will be designated as an agent of the Owner for Material and Equipment purchases and will provide the names of two individuals in the Organization who will be authorized to purchase on the behalf of the Owner.

20-14.2.4 Purchase Orders are to be numerically sequenced with two executed copies furnished to the Construction Manager, one copy of which will be forwarded to the Owner by the Construction Manager. If a Construction Manager is not assigned to the



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project, the copies should go directly to the Owner's Project Manager within the Engineering Services Division.

20-14.2.5 Owner Purchase Orders are invalid for gross amounts less than \$2,000.00. Any materials purchased directly by the Contractor for the project shall be subject to Sales Tax and paid by the Contractor.

20-14.3 Payment of Materials or Equipment

20-14.3.1 All payments in connection with the purchase orders generated by Owner's Contractor/Agent will be in the form of a check from the Alabama Port Authority to the appropriate vendors or suppliers.

20-14.3.2 Check Request Form will be furnished to the Contractor by the Owner. The Check Request Form will be numerically sequenced and accounted for.

20-14.3.3 The Contractor is responsible for preparing the Check Request Form for the Owner's signature.

20-14.3.4 An Invoice Transmittal Form is to be designed by the Contractor with the Owner reserving the right of approval of the Invoice Transmittal Form design. It is a primary requirement that the Invoice Transmittal Form indicate that the Owner is the sole payer for materials or equipment. The Invoice Transmittal Form will be numerically sequenced and accounted for.

20-14.3.5 All Contractor requests for payment for materials and equipment purchased under the provisions of this Article will be forwarded to the Construction Manager under cover of the Invoice Transmittal Form, submitted in duplicate, with one copy retained by the Construction Manager and one copy retained by the Owner. The Invoice Transmittal shall be backed-up with signed receiving or delivery tickets, invoices and prepared Check Request Form plus one (1) additional copy of the Check Request Form which will be kept by the Construction Manager.

20-14.3.6 Upon signature by the Owner of the Check Request Form, a check from the Alabama Port Authority will be issued directly to the vendor or supplier.

20-14.4 Accounting Procedures

20-14.4.1 The Contractor's Schedule of Values shall be broken down into three categories, if requested by Owner, showing Material, Equipment and with the remaining category containing labor, fee, rentals, overhead and other costs on a line item basis.

20-14.4.2 Check Request Forms generated by the Contractor/Agent for the Owner shall be collated on a monthly basis and assembled into a credit amount showing amounts to be deducted from the current Payment Application and Contract Sum.

20-14.4.3 The Contractor's Payment Application will be adjusted on a monthly basis in accordance with the preceding monthly accumulated credit amounts for Owner purchases.

20-14.4.4 Discounts which accrue from Owner payments for prompt payment will accrue as 50% to the Owner and 50% to the Contractor.

20-14.4.5 Retainage will not be withheld on Owner purchased Materials or Equipment.



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20-14.5 Procedures

The Contractor shall follow the procedures set forth below, but nothing herein shall be construed to reduce, limit or change the Contractor's overall responsibility for the quality, scheduling, coordination, warranty, overhead, profit or retainage, except as provided in subparagraph 20-14.4.5 of the complete Contract scope of work in accordance with all provisions of the Contract Documents.

20-14.5.1 Procurement of Material Selected by Contractor.

With respect to any materials, equipment or product to be purchased by the Owner, the following procedures shall be followed:

- 1. Immediately upon notice to proceed or award of Contract, the Contractor in conjunction with the Construction Manger shall develop a list of items to be purchased by the Owner for incorporation into the work.
- 2. When the type, quantity, and price of each lot of materials, equipment or product to be purchased on a single purchase order have been determined by the Contractor, Contractor shall complete the Owner Purchase Order Form and shall sign the form to certify that the material, equipment or product described on the form complies with the requirements of the Contract Documents. The Owner Purchase Order Form, signed by the Contractor shall be forwarded to the vendor by the Contractor. The total monetary value listed on the Purchase Order Form is the cost limitation established for the Purchase Order.
- 3. Simultaneously, with the Contractor/Agent's issuance of a purchase order form for major items the Contractor shall then incorporate into his expediting schedule his activities showing purchase time, shop drawing time, submittal approval time, integrated into the updated project schedule and then tied into the activity requiring the purchase material.
- 4. The supplier shall deliver the material, equipment or product to the Contractor in accordance with the provisions of the purchase order, and as required by the Contract Documents. Upon receipt of the materials the Contractor shall inspect the materials, equipment or product as necessary to verify conformity of the material, equipment or product received with the Owner Purchase Order and with the shipping documents. The Contractor shall provide to the Vendor written certification of receipt, or signed delivery ticket, of Each delivery of material, equipment or product which certification shall fully describe any shortages, defects, damage or non-compliance to the supplier within five days or receipt of Each delivery and shall arrange for the return and replacement of defective, damaged or non-conforming material, equipment or product on behalf of the Owner, in accordance with the provisions of the Contract Documents.
- 5. The supplier shall submit each invoice along with aforementioned proof of delivery for material, equipment or product procured pursuant to the provisions hereof to the Owner in care of the Contractor/Consignee. The



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Contractor/Consignee shall verify and certify to the Owner the accuracy and completeness of each invoice submitted by the supplier. Each certified invoice shall be submitted with appropriate Check Request Form no later than the Contractor's next monthly Application for Payment to the Owner.

6. After the Contractor's Application for Payment, along with Check Request Forms including certified supplier invoices and delivery tickets, has been approved for payment in accordance with the provisions of the General Conditions, the Owner shall make direct payments to the supplier, and the amount of each such payment, shall be deducted from the thenunpaid balance of the Contractor's Contract Sum. The amount deducted shall be in accordance with subparagraph 20-14.4.2.

20-14.5.2 Owner-Purchased Materials

Materials used on the Project which are purchased by the Owner will be available at the location specified in the Purchase Order and in accordance with the periodically adjusted project schedule. The Contractor shall review the updated and adjusted project schedule and will be responsible for coordinating the deliveries with the progress of the work. The Contractor's costs for storing, transporting, handling, protecting and installing Owner purchased material shall be included in the Contract Sum and paid for **when such material is installed.** The Contractor shall be responsible for storage charges incurred as a result of its failure to take delivery of Owner material on the assigned date.

The Contractor shall be liable to the Owner for the cost of replacing or repairing material lost or damaged from any cause whatsoever after receipt by the Contractor or after the Contractor has failed to take delivery after the assigned date. The costs will be deducted from any monies due or to become due to the Contractor, except those amounts covered under any claims payments made under insurance policies furnished by the Owner. In cases where lost or damaged material was not evident at the time such materials were received by the Contractor, the Contractor will be afforded the same protection by the Owner as the Owner has received from the original shipper and manufacturer. The Owner, in addition, agrees to provide the Contractor with all necessary assistance in communicating with the manufacturer of any materials which fail to function properly once installed.

The Contractor is responsible for providing and performance of warranty work in connection with the Owner purchased materials, for the time periods as required by the Contract Documents.

20-14.6 Materials and Equipment Responsibility

20-14.6.1 The General Contractor shall retain as part of his Bid and Fee the following responsibilities for care, custody and control of the Owner purchased Materials and Equipment.

- 1. Insure that all Materials and Equipment purchased by the Owner are in complete accordance with the plans and specifications.
- 2. Shop drawings and submittals.



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- 3. Scheduling.
- 4. Shipment, receipt, unloading, inspection, storage and handling.
- 5. Return of damaged Materials and Equipment.
- 6. Filing of freight claims.
- 7. Installation as required.
- 8. Startup and testing as required per specifications.
- 9. Warranty and maintenance as required per specifications.
- 10. Training as required per specifications.
- 11. Spare parts. Special tools and additional stock as required by the specifications.
- 12. In the event the Contractor orders non-specified, wrong size or dimensioned Material or Equipment it will be his responsibility to replace such at no cost to the Owner.

20-14.7 Project Close-Out

The Contractor shall return to the Owner all blank Purchase Order Forms issued, but not used on the project.

(Rev. 3/31/11)



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SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of the Contract is made, the OWNER reserves the right to reject a bidder's proposal for any of the following reasons:

- a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Subsection 20.
- b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Subsection 20.

In addition, until the award of a Contract is made, the OWNER reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the OWNER and is in conformance with applicable laws or regulations pertaining to the letting of construction Contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the OWNER's best interests.

30-02 AWARD OF CONTRACT

The award of a Contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals.

Award of the Contract shall be made by the OWNER to the lowest qualified bidder whose proposal conforms to the cited requirements of the OWNER.

30-03 CANCELLATION OF AWARD

The OWNER reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a Contract has been fully executed by all parties and is approved by the OWNER in accordance with the paragraph titled APPROVAL OF CONTRACT of this subsection.

30-04 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately after the OWNER has made a comparison of bids as hereinbefore specified in the paragraph titled CONSIDERATION OF PROPOSALS of this subsection. Proposal guaranties of the two lowest bidders will be retained by the OWNER until such time as an award is made, at which time, the unsuccessful bidders' proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the OWNER receives the contract bonds as specified in the paragraph titled "REQUIREMENTS OF CONTRACT BONDS" of the subsection.



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30-05 REQUIREMENTS OF CONTRACT BONDS

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save harmless the OWNER from any and all damages, either directly or indirectly, (arising out of any failure to perform same), the successful Bidder to whom the Contract is awarded shall, within ten (10) days from the date of award, furnish at his expense and file with the OWNER an acceptable Surety Bond in an amount equal to one hundred percent (100%) of the Contract Bid Price of the Contract as awarded. Said Bond shall be made on the approved bond form, shall be furnished by a reputable surety company authorized to do business in the State of Alabama, shall be counter-signed by an authorized agent resident in the State who is qualified for the execution of such instruments, and shall be attached thereto power of attorney of the signing agent.

In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the OWNER under the Bond, including both Engineering and legal services, shall lie against the Contract Bond for Performance of the Work.

In addition thereto, the successful Bidder to whom the Contract is awarded shall, within ten (10) days, furnish at his expense and file with the OWNER an acceptable Surety Bond for Payment of Labor, Materials, and Supplies payable to the OWNER in an amount not less than one hundred percent (100%) of the Contract price with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, foodstuffs, or supplies for, or in, prosecution of the work including the payment of reasonable attorney's fees, incurred by successful claimants or plaintiffs in suits on said bond.

No surety bonds from any insurance company or bonding company which has a lower rating, in the Best Key Rating Guide, than A will be accepted.

30-06 EXECUTION OF CONTRACT

The successful bidder shall sign (execute) the necessary agreements for entering into the Contract and return such signed Contract to the OWNER, along with the fully executed surety bond or bonds specified in the paragraph titled REQUIREMENT OF CONTRACT BONDS of this subsection, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 APPROVAL OF CONTRACT

Upon receipt of the Contract and Contract bond or bonds that have been executed by the successful bidder, the OWNER shall complete the execution of the Contract and return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the OWNER's approval to be bound by the successful bidder's proposal and the terms of the Contract.

30-08 FAILURE TO EXECUTE CONTRACT

Failure of the successful bidder to execute the Contract and furnish an acceptable surety bond or bonds within the 10 calendar day period specified in the paragraph titled "REQUIREMENTS OF CONTRACT BONDS" of this subsection shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the OWNER.



Award may then be made to the next lowest qualified Bidder or the work may be re-advertised, or otherwise contracted as the Director may decide.



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SECTION 40 INDEMNIFICATION AND INSURANCE REQUIREMENTS

40-01 INDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama, the Alabama State Port Authority and its officers and employees, and Engineer 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.

40-02 CONTRACTOR COVERAGE

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 the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar applicable insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, then the principal Contractor shall provide such insurance protection for subcontractor and his employees by endorsement to the Contractor's policies or by taking out separate policies in the name of the subcontractor.

40-03 COMMERCIAL 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 coverage, in an amount not less than \$15,000,000 for any one occurrence for bodily injury, including death, and property damage liability. Policy shall include endorsement identifying the Owner and Engineer as Primary and Non-contributory Additional Insureds as respects the Contractor's work for the Owner, to the extent required by written Contract, including a waiver of all rights of subrogation.

40-04 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY – NOT REQUIRED FOR THIS PROJECT

The Contractor shall take out and maintain during the life of the Contract a separate Owner's and Contractor's Protective Liability policy in the names of the Owner and Engineer in an amount not less than \$2,000,000. Policy shall be delivered to the Owner.

40-05 BUSINESS AUTOMOBILE LIABILITY – Required for this project

The Contractor shall take out and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired vehicles in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability. The Owner and Engineer shall be identified as Additional Insureds, to the extent required by written Contract.



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40-06 WORKERS COMPENSATION – AL WC/EL 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 Harbor Workers Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

40-07 OCEAN MARINE COVERAGE – Required for this project if applicable

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 \$2,000,000 for each loss.

Only the Contractor and/or Subcontractor using watercraft in the completion of its work shall be required to provide evidence of this coverage. In the event the Contractor subcontracts for this portion of the work, the Contractor shall not allow the subcontractor to commence work until such coverage has first been obtained by the subcontractor and approved by the Owner.

40-08 RAILROAD PROTECTIVE LIABILITY - NOT REQUIRED FOR THIS PROJECT

In any case where the Contract involves work within 50 feet of an operating railroad track, the Contractor shall provide a Railroad Protective Liability policy in the name of the railroad whose right of way is involved. The limits of the policy shall be not less than \$2,000,000 per occurrence with \$6,000,000 aggregate.

NOTE #1: With the written approval of the Owner, in lieu of the Railroad Protective Liability policy, the Contractor may cause to be attached to its Commercial General Liability policy standard ISO endorsement, "Contractual Liability – Railroads" (CG 24 17). The railroad must be identified as an Additional Insured.

NOTE #2: Only the Contractor and/or Subcontractor performing the work within 50 feet of the railroad track shall be required to provide evidence of this coverage. In the event the Contractor subcontracts for this portion of the work, the Contractor shall not allow the subcontractor to commence work until such coverage has first been obtained by the subcontractor and approved by the Owner.

40-09 BUILDER'S RISK or INSTALLATION FLOATER - Required for this Project

The Contractor shall take out and maintain during the life of the Contract Builder's Risk insurance or Installation Floater, written on an "All Risk" basis, insuring the work included in the Contract against all physical loss. The amount of insurance shall at all times be at least equal to the amount of the Contract. The policy shall be in the names of the Owner, Engineer, Contractor and "all Subcontractors," as their interests appear. Policy shall be provided to the Owner prior to commencement of work.

When changes in scope of work by written Change Order or aggregate Change Orders equal 15 percent of the total Contract, the amount of coverage provided in the Builder's Risk/Installation Floater policy shall be increased accordingly and evidence of increased coverage delivered to the Owner.



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40-10 PROFESSIONAL LIABILITY COVERAGE- NOT REQUIRED FOR THIS PROJECT

The Contractor shall take out and maintain during the life of the contract Professional Liability insurance including design with limits not less than \$2,000,000 per occurrence.

40-11 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish to the Owner, in triplicate, Certificates of Insurance, signed by the licensed agent, evidencing the required coverage, along with letter of transmittal giving date of delivery. A copy of this letter shall also be delivered to the Engineer. The Owner reserves the right to require certified copies of any and all policies.

All coverage and bonds shall be provided by companies acceptable to the Owner. 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 the Owner and insured.

(Rev. 1/26/06)

SECTION 50

SCOPE OF WORK

50-01 INTENT OF CONTRACT

The intent of the Contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, drawings, specifications, and terms of the Contract.

50-02 ALTERATION OF WORK AND QUANTITIES

The OWNER reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded Contract quantities, provided that the aggregate of such alterations does not change the total Contract cost by more than 10% or the total cost of any major Contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded Contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the Contract nor release the surety, and the Contractor agrees to accept payment for such alteration as if the altered work had been a part of the original Contract. These alterations, which are for work within the general scope of the Contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of Contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the OWNER and the Contractor are unable to agree on a unit adjustment for any Contract item that requires a supplemental agreement, the OWNER reserves the right to terminate the Contract with respect to the item and make other arrangement for its completion.



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All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

50-03 OMITTED ITEMS

The Engineer may, in the OWNER's best interest, omit from the work any Contract item, except major Contract items. Major Contract items may be omitted by a supplemental agreement. Such omission of Contract items shall not invalidate any other Contract provision or requirement.

Should a Contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the paragraph titled PAYMENT FOR OMITTED ITEMS of Subsection 100.

50-04 EXTRA WORK

Should acceptable completion of the Contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original Contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the Contract shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the Contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in the OWNER's best interest, he may order the Contractor to proceed with extra work by force account as provided in the paragraph titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Subsection 100.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original Contract shall be covered by a Supplemental Agreement as hereinbefore defined in the paragraph titled SUPPLEMENTAL AGREEMENT of Subsection 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the OWNER.

50-05 MAINTENANCE OF COMMERCE

It is the explicit intention of the Contract that the safety of workers and vessels, as well as the Contractor's equipment and personnel, is the most important consideration.

It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of vessels in the waterfront areas of the port with respect to his own operations and the operations of all his Subcontractors as specified in the paragraph titled LIMITATION OF OPERATIONS of Subsection 90.

With respect to his own operations and the operations of all his Subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of fire rescue equipment, or maintenance vehicles at the port.



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When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the Contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highway (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of commerce and vehicular traffic as specified in this subsection.

The cost of maintaining the commerce and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various Contract items.

50-06 REMOVAL OF EXISTING STRUCTURES

All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various Contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plan, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the Contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this subsection, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the Contract and shall remain the property of the OWNER when so utilized in the work.

50-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK

Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the Contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another Contract item, providing such use is approved by the OWNER and Engineer and is in conformance with the Contract specifications applicable to such use; or
- (b) Remove such material from the site, upon written approval of the Engineer; or
- (c) Use such material for his own temporary construction on site; or



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(d) Use such material as intended by the terms of the Contract.

Should the Engineer approve the Contractor's wish to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable Contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contact price, for furnishing and installing such material in accordance with requirements of the Contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the Contract, plans, or specifications.

50-08 FINAL CLEANING UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property OWNER.



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SECTION 60 CONTROL OF WORK

60-01 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the Contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

60-02 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract, plans, or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his opinion, result in a finished product having a level of economy, durability, and workmanship acceptable to the OWNER, he will advise the OWNER of his determination that the affected work be accepted and remain in place.

In this event, the Engineer will document his determination and recommend to the OWNER a basis of acceptance which will provide for an adjustment in the Contract price for the affected portion of the work. The Engineer's determination and recommended Contract price adjustments will be based on good Engineering judgment and such tests or retests of the affected work as are, in his opinion, needed. Changes in the Contract price shall be covered by Contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by any at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the Contract, plans and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the Contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good Engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract, plans and specifications.



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60-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS

The Contract, plans, specifications, and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; special provisions shall govern over plans, Contract construction specifications, Contract general provisions, cited specifications, and cited testing standards; plans shall govern over Contract construction specifications, Contract general provisions, and cited testing standards; Contract general provisions shall govern over cited testing standards. The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his interpretation and decision, and such decision shall be final.

60-04 COOPERATION OF THE CONTRACTOR

The Contractor will be supplied with five (5) copies each of the plans and specifications. He shall have available on the work at all times, one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor will give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other Contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between Contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative.

60-05 COOPERATION BETWEEN CONTRACTORS

The OWNER reserves the right to Contract for and perform other or additional work on or near the work covered by this Contract.

When separate Contracts are let within the limits of any one project, Each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the OWNER from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations or other Contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.



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60-06 CONSTRUCTION LAYOUT AND STAKES

The Engineer will establish horizontal and vertical control only and the Contractor must furnish all additional stakes for the layout and construction of the work. The Engineer will also furnish any additional information, upon request of the Contractor, needed to layout and construct the work. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and markings as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor, or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due to the Contractor at the discretion of the OWNER.

60-07 AUTOMATICALLY CONTROLLED EQUIPMENT

Whenever batching or mixing plant equipment is required to be operated automatically under the Contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the Contract.

60-08 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the OWNER shall be authorized to inspect work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the OWNER are authorized to notify the Contractor or his representatives of any failure of the work or materials to conform to the requirements of the Contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his decision.

60-09 INSPECTION OF THE WORK

All materials and each part or detail of the work shall be subject to review by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed.

After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable,



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the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the OWNER may be ordered removed and replaced at the Contractor's expense unless the OWNER's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the Contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (Contract) OWNER, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the Contract, and shall in no way interfere with the rights of the parties to this Contract.

60-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work which does not conform to the requirements of the Contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the OWNER as provided in the paragraph titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this subsection.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the paragraph titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Subsection 80.

No work shall be done without lines and grades having been established by the Contractor and subsequently approved by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs (incurred by the OWNER) from any monies due or to become due the Contractor.

60-11 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor



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shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

60-12 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various Contract items, and the Contractor will not be paid an additional amount for such work.

60-13 FAILURE TO MAINTAIN THE WORK

Should the Contractor at any time fail to maintain the work as provided in the paragraph titled MAINTENANCE DURING CONSTRUCTION of this subsection, the Engineer shall immediately notify the Contractor of such noncompliance, Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the urgency that exists.

Should the Contractor fail to respond to the OWNER's notification, the OWNER may suspend any work necessary for the OWNER to correct such unsatisfactory maintenance condition, depending on the urgency that exists. Any maintenance cost incurred by the OWNER, shall be deducted from monies due or to become due the Contractor.

60-14 PARTIAL ACCEPTANCE

If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the OWNER, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the OWNER shall not void or alter any provision of the Contract or warranty.

60-15 FINAL CONSTRUCTION INSPECTION

Whenever the Engineer considers the work provided and contemplated by the Contract is nearing completion, or within ten (10) days after being notified by the Contractor that the work is completed, the Engineer will inspect all the work included in the Contract. If the Engineer finds that the work has not been satisfactorily completed at the time of such inspection, he shall inform the Contractor in writing as to the work to be done or the particular defects to be remedied to place the work in condition satisfactory for Final Construction Inspection. After the work has been satisfactorily completed the Engineer shall make the Final Construction Inspection.

60-16 FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and OWNER will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract, plans and specifications, such



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inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the OWNER will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

60-17 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for 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 the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the OWNER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim to the Engineer, who will present it to the OWNER for consideration.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute the final payment based on differences in measurements or computations.



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SECTION 70 CONTROL OF MATERIALS

70-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

The materials used on the work shall conform to the requirements of the Contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the OWNER as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the Contract, but, in all cases, prior to delivery of such materials.

At the OWNER's option, materials may be approved at the source of supply before delivery is started. If it is found after trial sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

70-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS

All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the OWNER. Samples will be taken by a qualified representative of the OWNER. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his request.

70-03 CERTIFICATION OF COMPLIANCE

The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with Contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name", the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify Each lot delivered and shall certify as to:

- (a) Conformance to the specified performance, testing, quality or dimensional requirements; and
- (b) Suitability of the material or assembly for the use intended in the Contract work.



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Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

70-04 PLANT INSPECTION

The Engineer or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- (a) The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted the materials.
- (b) The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- (c) If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the OWNER shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, plans, or specifications.

70-05 ENGINEER'S FIELD OFFICE AND LABORATORY

When specified and provided for as a Contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor, as specified herein, and shall become property of the Contractor when the Contract work is completed.

70-06 STORAGE OF MATERIALS

Materials shall be stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on OWNER's property shall not create an obstruction to commerce nor shall they interfere with the free and unobstructed movement of traffic. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.



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All storage sites on private or owner's property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

70-07 UNACCEPTABLE MATERIALS

Any material or assembly that does not conform to the requirements of the Contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Engineer has approved its use in the work.

70-08 OWNER-FURNISHED MATERIAL

The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the OWNER. OWNER-furnished materials shall be made available to the Contractor at the location specified herein.

All cost of handling, transportation from the specified location to the site of work, storage, and installing OWNER-furnished materials shall be included in the unit price bid for the Contract item in which such OWNER-furnished material is used.

After any OWNER-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such OWNER-furnished material. The OWNER will deduct from any monies due or to become due the Contractor any cost incurred by the OWNER in making good such loss due to the Contractor's handling, storage, or use of OWNER-furnished materials.

70-09 RECEIVING MATERIALS AND EQUIPMENT

The Contractor shall be responsible for clerical salaries, office space and equipment rental, incidentals to receiving incoming shipments and deliveries of all materials and equipment. All material which must be protected from the elements will be properly and orderly stored in shelters provided by the Contractor. All goods and materials stored out of doors will be properly and orderly supported. The Contractor will be responsible for safeguarding all such goods and materials against loss due to damage and theft.



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SECTION 80 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

80-01 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal and State laws, and 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. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the OWNER and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

80-02 PERMITS, LICENSES, AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

80-03 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner, or a third party, from any and all claims for infringement by reason of the use 3of any such patented design, device, materials or process, or any trademark or copyright, and shall indemnify the OWNER for such costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

80-04 RESTORATION OF SURFACES DISTURBED BY OTHERS

The OWNER reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the process of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the OWNER, such authorized work (by others) is noted in the plans.

Except as noted on the plans, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the process of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this Contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is noted on the plans. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the Contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.



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80-05 SANITARY, HEALTH, AND SAFETY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State and Local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety.

80-06 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control his operations and those of his Subcontractors and all suppliers, to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of commerce and vehicular traffic with respect to his own operations and those of his Subcontractors and all suppliers in accordance with the paragraph titled MAINTENANCE OF COMMERCE of subsection 50, hereinbefore specified and shall limit such operations for the convenience and safety of the public. as specified in the paragraph titled LIMITATION OF OPERATIONS of subsection 90, hereinafter.

80-07 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and his parked construction equipment that may be hazardous to the operation of emergency fire rescue or maintenance vehicles.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted.



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80-08 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify Each property owner and public utility company having structures or facilities in proximity to the site of the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

80-09 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in any acceptable manner.

80-10 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the Engineer and the OWNER and their officers, and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or through use of unacceptable materials in constructing the work; or because of any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amount arising or recovered under the "Workman's Compensation Act" or any other law, ordinance, order or decree.

Money due the Contractor under and by virtue of his Contract as may be considered necessary by the OWNER for such purpose may be retained for the use of the OWNER or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the OWNER, except that money due the Contractor will not be withheld when the Contractor



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produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

80-11 THIRD PARTY BENEFICIARY CLAUSE

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

80-12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY

Should it be necessary for the Contractor to complete portions of the Contract work for the beneficial occupancy of the OWNER prior to completion of the entire Contract, such "phasing" of the work shall be as specified herein, and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the OWNER as described elsewhere in these specifications.

Upon completion of any portion of the work so described, such portion shall be accepted by the OWNER in accordance with the paragraph titled PARTIAL ACCEPTANCE of Subsection 60.

No portion of the work may be opened by the Contractor for use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to Docks traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the Contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the OWNER shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the Contract work.

80-13 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the Engineer's final written acceptance of the entire completed work excepting only those portions of the work accepted in accordance with the paragraph titled PARTIAL ACCEPTANCE of Subsection 60, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, store, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly



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and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding, furnished under his Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

80-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES **OF OTHERS**

As provided in the paragraph titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this subsection, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the OWNER to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, or utility services of another governmental agency are known to exist within the limits of the Contract work, the approximate locations have been indicated on the plans.

It is understood and agreed that the OWNER does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the Contract, notify the owners of all utility services or other facilities of his plan of operations. Such notification shall be in writing. In addition to the general written notifications hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify Each such owner of his plan or operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice hereinabove provided shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within three (3) feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operations of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously


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until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The OWNER reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

80-15 FURNISHING RIGHTS-OF-WAY

The OWNER will be responsible for furnishing all right-of-ways upon which the work is to be constructed in advance of the Contractor's operations.

80-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to him by this Contract, there shall be no liability upon the Engineer, his authorized representatives, or any official of the OWNER either personally or as an official of the OWNER. It is understood that in such manner they act solely as agents and representatives of the OWNER.

80-17 NO WAIVER OF LEGAL RIGHTS

Upon completion of the work, the OWNER will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the OWNER from correcting any measurement, estimate or certificate made before or after completion of the work, nor shall the OWNER be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the Contract. A waiver on the part of the OWNER of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the OWNER for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under any warranty or guaranty.

80-18 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all Federal, State and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with silt runoff, fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

80-19 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's



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finding and will direct the Contractor to either resume his operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate Contract modification (change order or supplemental agreement) as provided in the paragraph titled EXTRA WORK AND FORCE ACCOUNT WORK of Subsection 100. If appropriate, the Contract modification shall include an extension of Contract time in accordance with the paragraph titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Subsection 90.



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SECTION 90 PROSECUTION AND PROGRESS

90-01 SUBLETTING OF CONTRACT

The OWNER will not recognize any Subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his Contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the OWNER. In case of approval, the Contractor shall file copies of all Subcontractors with the Engineer.

90-02 NOTICE TO PROCEED

The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date Contract time will be charged. If no such date is stated in the notice to proceed, Contract time will start on the date the notice to proceed is issued. The Contractor shall begin the work to be performed under the Contract within ten (10) days of the date set by the Engineer in the written notice to proceed, but in any event the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

90-03 PROSECUTION AND PROGRESS

Unless otherwise specified, the Contractor shall submit his progress schedule for the Engineer's approval within 10 days after the effective day of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the contract.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the Contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

90-04 LIMITATION OF OPERATIONS

The Contractor shall control his operations and the operations of his Subcontractors and all suppliers so as to provide for the free and unobstructed movement of commerce in those areas adjacent to the work.

90-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.



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Any persons employed by the Contractor or by any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders is ascertained.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract, plans and specifications.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing the work in conformity with Contract requirements. If, after trial use on the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the Contract items involved or in Contract time as a result of authorizing a change in methods or equipment under this subsection.

90-06 TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The



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Engineer will forward the Contractor's claim to the OWNER for consideration. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the site.

90-07 DETERMINATION AND EXTENSION OF CONTRACT TIME

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and Contract and shall be known as the CONTRACT TIME.

Should the CONTRACT TIME require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the CONTRACT TIME during the week and the number of working days currently specified for completion of the Contract (the original CONTRACT TIME plus the number of working days, if any, that have been included in approved CHANGE ORDERS, or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his weekly statement of CONTRACT TIME charges on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a triple shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the CONTRACT TIME.
- (2) The Engineer will not make charges against the CONTRACT TIME prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the CONTRACT TIME on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the CONTRACT TIME after the date of final acceptance as defined in the paragraph titled FINAL ACCEPTANCE of Subsection 60.
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.
- (6) The CONTRACT TIME (state in the proposal) is based on the originally estimated quantities as described in the paragraph titled INTERPRETATION OF ESTIMATED



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PROPOSAL QUANTITIES of Subsection 20. Should the satisfactory completion of the Contract require performance of work in greater quantities than those estimated in the proposal, the CONTRACT TIME shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in CONTRACT TIME shall not consider either the cost of work or the extension of CONTRACT TIME that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the Contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and no work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contract, shall be excluded.

At the time of final payment, the CONTRACT TIME shall be increased in the same proportion as the cost that the actually completed quantities bear to the cost of the originally estimated quantities in the proposal. Such increase in the CONTRACT TIME shall not consider either the cost of work of the extension of CONTRACT TIME that has been covered by a change order or supplemental agreement. Charges against the CONTRACT TIME will cease as of the date of final agreement.

(c) When the CONTRACT TIME is a specified completion date, it shall be the date on which all Contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the CONTRACT TIME as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

90-08 FAILURE TO COMPLETE ON TIME

For each calendar day or working day, as specified in the Contract, that any work remains incomplete after the CONTRACT TIME (including all extensions and adjustments as provided in the paragraph titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Subsection) the sum specified in the Contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the OWNER should the Contractor fail to complete the work in the time provided in his Contract.

The Contractor will not be charged with liquidated damages when delay in completion of the work is due to acts of the public enemy, acts of the OWNER, acts of another Contractor in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes.



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Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the OWNER of any rights under the Contract.

90-09 CONTRACT DEFAULT

The Contractor shall be considered in default of his Contract and such default will be considered as cause for the OWNER to terminate the Contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits an act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the Contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the construction in default and the OWNER's intentions to terminate the Contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the OWNER will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The OWNER may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the OWNER, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the OWNER the amount of such excess.



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90-10 CONTRACT TERMINATION

The Owner may terminate the Contract, or any portion hereof, for just cause by written notice to the Contractor.

When 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 shall be considered.

Acceptable materials both in quantity and quality obtained or ordered by the Contractor that are not incorporated into the work shall, at the option of the Contractor, be purchased by the Owner at actual cost as shown by receipted bills and actual cost records. Delivery of the materials will be performed as designated by the Engineer.

Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of his responsibilities for the completed work nor relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

The costs incurred by the Contractor for mobilization, if applicable, shall be itemized and presented to the Owner. Rebates and refunds that are applicable shall be itemized, and the amount paid the Contractor shall be adjusted to reflect actual cost as shown by receipted bills and actual cost records.

The cost of demobilization of Contractor's equipment and other items pertaining to the expense of moving off the job site shall be itemized and supported by actual cost records and presented for payment. Demobilization as a percentage of the Contract amount, or portion thereof, shall not be paid.

Reimbursement for organization of the work and overhead expenses (when not otherwise included in the Contract) will be considered, the intent being that an equitable settlement will be made with the Contractor.

All of the above are subject to audit as specified by the Right to Audit, Paragraph 100-11.



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SECTION 100 MEASUREMENT AND PAYMENT

100-01 MEASUREMENT OF QUANTITIES

All work completed under the Contract will be measured by the Engineer, or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good Engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the near dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all Contract items which are measured by the Linear Foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used. Acceptability of another method will be decided by the Engineer.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fractions of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for materials to be passed through mixing plants. Trucks used to haul materials being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear the plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the OWNER in writing, material specified to be measured by the Cubic Yard may be weighed and such weights will be converted to Cubic Yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.



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Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F, or will be corrected to the volume at 60 degrees F using ASTM D 1250 for asphalt or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Lumber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "Lump Sum" when used as an item of payment will mean complete payment for the work described in the Contract.

When a complete structure or structural unit (in effect, "Lump Sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the paragraph titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one tenth of one percent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installation shall have available, ten standard fifty pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.



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Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one percent.

In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning, or payment, shall be included in the unit Contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the Contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portion of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

100-02 SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the paragraph titled NO WAIVER OF LEGAL RIGHTS of Subsection 80.

When the "basis of payment" subsection of a technical specification requires that the Contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other Contract item which may appear elsewhere in the Contract, plans, or specifications.

100-03 COMPENSATION FOR ALTERED QUANTITIES

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the paragraph titled ALTERATION OF WORK AND QUANTITIES of Subsection 50 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the Contract items, or from any other cause.

100-04 PAYMENT FOR OMITTED ITEMS

As specified in the paragraph titled OMITTED ITEMS of Subsection 50, the Engineer shall have the right to omit from the work (order nonperformance) any Contract item, except major Contract items, in the best interest of the OWNER.



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Should the Engineer omit or order nonperformance of a Contract item or portion of such item from the work, the Contractor shall accept payment in full at the Contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or not perform such Contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the OWNER's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the OWNER.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted Contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted Contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

100-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

Extra work, performed in accordance with the paragraph titled EXTRA WORK of Subsection 50, will be paid for at the Contract prices or agreed prices specified in the change order or supplemental agreement authorizing such extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for as follows:

(a) Labor: For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such laborer or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension funds benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment Contract generally applicable to the classes of labor employed on the work.

An amount equal to fifteen percent (15%) of the sum of the above items will also be paid the Contractor.

- (b) Insurance and Taxes: For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work, the Contractor shall receive the actual cost, and to this cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) Materials: For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 10 percent will be added.
- (d) Equipment: For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is committed to the work.



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- (e) Miscellaneous: No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) Comparison of Records: The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Engineer or their duly authorized representatives.
- (g) Statements: No payment will be made for work performing on a force account basis until the Contractor has furnished the Engineer with the duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (3) Quantities of materials, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost provided above shall constitute full compensation for such work.

100-06 PARTIAL PAYMENT

Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this subsection.

No partial payment will be made when the amount due the Contractor since the last estimate is less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the OWNER until the final payment is made. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment.

When not less than 95% of the work has been completed the Engineer may, at his discretion and without the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the Contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.



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It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities or work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the paragraph titled FINAL PAYMENT of this subsection.

100-07 PAYMENT FOR MATERIALS ON HAND

Partial payments, for projects which do not utilize the OWNER'S tax exempt status, may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, and specifications and are delivered to acceptable sites on the OWNER's property or at other sites in the vicinity that are acceptable to the OWNER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- (a) The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- (b) The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- (c) The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- (d) The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- (e) The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

100-08 CONTRACT CLOSE-OUT

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



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- (a) The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by the Engineer in accordance with Title 39, Code of Alabama, 1975.
- (b) The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
- (c) The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
- (d) The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- (e) The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- (f) If any purchased items have been incorporated in the work, the Contractor must furnish a letter on his letterhead assigning those warranties to the OWNER. Copies of said warranties shall be bound in one binder and submitted along with the letter assignment.
- (g) The Contractor must keep track of "as built" information and at the contract closeout provide one complete set of reproducible "as builts" covering all earthwork, utility routing, structural, mechanical, and electrical aspects of the work, including wiring schematics.

100-09 WITHHOLDING FOR CLAIMS AND LITIGATION

If at the time of Contract close-out, the project is subject to a claim or the Contractor is involved in litigation concerning the project, the OWNER reserves the right to:

- (a) Refuse to close out the Contract retaining all monies unpaid until such time as all claims are dropped and litigation is resolved, or
- (b) Refuse to close out the Contract, retaining enough money to cover the total of all outstanding claims and amounts claimed by litigation until such time as all claims are dropped and litigation is resolved, or
- (c) Require the Contractor to post a letter of credit to each individual claimant or litigant and satisfactory to the claimant or litigant. Once such letters of credit have been posted and the OWNER is in receipt of written agreement from each individual claimant or litigant, the OWNER will proceed with Contract close-out and release of retainage in the normal manner.

100-10 FINAL PAYMENT

When the Contract work has been accepted in accordance with the requirements of the paragraph titled FINAL ACCEPTANCE of Subsection 60, and the paragraph titled Contract CLOSE-OUT above, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his objections to the final estimate, which are based on disputes in measurements or computations of the final quantities to be paid under the Contract, as amended by change order or supplemental agreement. The Contractor and Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor



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may approve the Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the OWNER as a claim in accordance with the paragraph titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Subsection 60.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the Contract.

If the Contractor has filed a claim for additional compensation under the provisions of the paragraph titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Subsection 60 or under the provisions of this subsection, such claims will be considered by the OWNER in accordance with State laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

100-11 RIGHT OF AUDIT

Contractor's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance policies, rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to this Contract (all foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with Contract requirements, (b) compliance with Owner's business ethics policies, and (c) compliance with provisions for pricing change orders, payment or claims submitted by the Contractor or any of their payees.

Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, Contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract.

The Owner or its designee shall be afforded access to all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, pursuant to the provisions of this article throughout the term of this Contract and for a period of three (3) years after final payment or longer if required by law.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written Contract agreement between Contractor and payee. Such requirements will also apply to



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Subcontractors and Sub-Subcontractors, etc. Contractor will cooperate fully and will cause all Related Parties and all of Contractor's subcontractors (including those entering into Lump Sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time, whenever requested, in an expeditious manner, any and all such information, materials and data.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to the Subcontractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of one percent (1%) of the total Contract billings, the actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Owner's findings to Contractor.



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SECTION 02210 - SURCHARGE, VERTICAL DRAINS AND MONITORING

PART 1 – GENERAL

1.0 <u>SCOPE OF WORK</u>

- 1.1. The work covered by this Section is for the execution of improving the subgrade soils in the slip area by surcharging. The Contractor is responsible for the provision of surcharge material and removal and disposal of excess material on completion of the surcharge period or as directed by the ENGINEER. The scope of work covers the following activities:
 - 1.1.1 Spreading, leveling, and compacting the sand drainage blanket and surcharge material in accordance with this specification and details shown in the drawings.
 - 1.1.2 Installation of Prefabricated Vertical Drains (PVD) to accelerate the consolidation of weak layers and reduce the surcharge period.
 - 1.1.3 Installation of field instrumentation in locations as shown in the drawings and monitoring during the specified surcharge period.
 - 1.1.4 Removal and disposal excess material on completion of the specified surcharge period.
 - 1.1.5 Spreading, leveling, and compacting the subgrade to the lines, levels, and grades in accordance with details shown on the drawings.
- 1.2. <u>Definitions:</u>
 - 1.2.1 CONTRACTOR will be defined as TBD.
 - 1.2.2 OWNER will be defined as the Alabama Port Authority.
 - 1.2.3 Geotechnical Engineer of Record (ENGINEER) will be defined Aptim Port Services, LLC.
 - 1.2.4 CONTRACTOR'S QA/QC will be defined as TBD
 - 1.2.5 Surcharging is defined as consolidating and strengthening compressible soils by subjecting these layers to higher pressures than normal by using the dead weight of a soil embankment.



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- 1.2.6 Surcharge Load is the additional material placed on top of the subgrade which acts to pre-load the underlying compressible layers and reduce long-term total and differential settlements.
- 1.2.7 Surcharge Period is defined as the duration in which the surcharge load is applied until the designed settlement and/or pore water pressures is achieved based on the results of the field monitoring. The surcharge period may be shortened or lengthened at the discretion of the ENGINEER based on the interpretation of the field monitoring results.

2.0 <u>REFERENCES</u>

- 2.1. American Society for Testing and Materials (ASTM):
 - 2.1.1 ASTM D1557-12 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
 - 2.1.2 ASTM D6938-17 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
 - 2.1.3 ASTM D4632/4632M-15 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 - 2.1.4 ASTM D6241-14 Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
 - 2.1.5 ASTM D4533/4533M-15 Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
 - 2.1.6 ASTM D4355/4355M-21 Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus.
 - 2.1.7 ASTM D4751-21a Standard Test Methods for Determining Apparent Opening Size of a Geotextile.
 - 2.1.8 ASTM D4491/4491M-22 Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 - 2.1.9 ASTM D4595-17 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.



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- 2.1.10 ASTM D4716-08 Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head.
- 2.1.11 ASTM D422-63 Standard Test Method for Particle-Size Analysis of Soils.

3.0 <u>SUBMITTALS</u>

- 3.1. At least 30 days prior to beginning installation of the PVD, the CONTRACTOR shall submit a PVD Installation Plan with the details of the materials, equipment, sequences, and installation methods to the ENGINEER.
- 3.2. At least 30 days prior to beginning installation of the piezometers, the CONTRACTOR shall submit a Piezometer Installation Plan with the details of the materials, equipment, sequences, and installation methods to the ENGINEER.
- 3.3. At least 30 days prior to beginning installation of the settlement plates, the CONTRACTOR shall submit a Settlement Plate Installation Plan showing the methods to be used to attach couplings and the means to repair or replace any damaged settlement plate to the ENGINEER.
- 3.4. Gradation reports of the material proposed for the Sand Drainage Blanket shall be submitted to the ENGINEER prior to the material being placed.
- 3.5. Compaction of the subgrade shall be performed as outlined in the drawings. Compaction reports shall be submitted to the ENGINEER within five (5) days of the testing.
- 3.6. The CONTRACTOR will submit daily progress reports to the ENGINEER describing the amount of fill placed, settlement plates installed with elevation of the base plate, PVD installation progress, and any surcharge material placed. Settlement plate and piezometer data shall be submitted within 5 working days after readings have been obtained.

PART 2 – MATERIALS

4.0 <u>PREFABRICATED VERTICAL DRAINS</u>

- 4.1. <u>General Requirements</u>
 - 4.1.1 PVD, also known as "wick drains", shall be of newly manufactured materials from an approved manufacturer and consist of a polymer core



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enclosed within an external non-woven filter jacket, and shall comply with the requirements as indicated below:

Property	Test Method	MARV ¹
GEOTEXTILE		
Grab Tensile Strength	ASTM D4632	130 lbs.
Grab Elongation	ASTM D4632	50%
CBR Puncture Strength	ASTM D6241	276 lbs.
Trapezoidal Tear Strength	ASTM D4533	60 lbs.
UV Resistance	ASTM D4355	70%/500 hrs.
Apparent Opening Size ²	ASTM D4751	0.250 mm
Permittivity	ASTM D4491	0.8 sec ⁻¹
Water Flow Rate	ASTM D4491	60 gpm/ft ²
CORE		
Tensile Strength	ASTM D4595	225 lbs.
COMPOSITE		
Width	N/A	100 ±2 mm
Thickness	N/A	3 to 5 mm
Tensile Strength	ASTM D4595	620 lbs.
Discharge Capacity	ASTM D4716	1.6 gpm

Notes:

- 1. MARV Minimum Average Roll Value (MARV) as defined by ASTM D4439
- 2. AOS MARV Maximum Average Roll Value
- 4.2. <u>Transportation and Storage</u>
 - 4.2.1 Vertical drain materials shall be labelled and tagged for identification with lot number, date of manufacture, and manufacturer product identification.



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- 4.2.2 The drain material shall be wrapped in a protective covering, such as burlap or heavy paper, until preparation for installation. It must be protected from sunlight, dirt, dust, debris and other detrimental substances during transport and storage.
- 4.2.3 Materials damaged during transportation, handling, or storage such that they do not meet the minimum requirements of this specified by this section shall be rejected by the ENGINEER and shall be replaced by the CONTRACTOR at no cost to the OWNER.

5.0 <u>PIEZOMETERS</u>

- 5.1. <u>General Requirements</u>
 - 5.1.1 Piezometers shall be a temperature-compensated vibrating wire type enclosed in a stainless-steel housing and shall comply with the requirements listed below:

Property	Specification
Resolution (minimum)	0.025% F.S.
Accuracy	0.1% F.S.
Linearity	<0.5% F.S.
Thermal Zero Shift	<0.05% F.S./°C

F.S. – Full Scale

5.1.2 Materials damaged during transportation, handling, or storage such that they do not meet the minimum requirements of this specified by this section shall be rejected by the ENGINEER and shall be replaced by the CONTRACTOR at no cost to the OWNER.

6.0 <u>SETTLEMENT PLATES</u>

6.1. The settlement plate shall consist of a 30-inch square, 1/2-inch thick steel plate with a coupling centered on the plate for attaching a central steel riser pipe, or an approved equal. In addition, the plate shall have a means for keeping the protective PVC casing centered on the steel rod, as shown below:



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- 6.2. The central steel riser pipe shall be of sufficient diameter to prevent buckling or swaying over the height of the fill but shall have a diameter no smaller than two (2) inches. In addition, the riser pipe will be threaded at both ends to allow for the addition of extensions.
- 6.3. Schedule 40 PVC protective casing shall be installed around the central steel riser pipe to protect it from compaction operations. The PVC protective casing will have an inside diameter of no less than three (3) inches and should be at least 1 inch greater than the diameter to the central steel riser pipe. The casing may have either glued or threaded joints and should form a watertight seal.

7.0 SAND DRAINAGE BLANKET

7.1. The Sand Drainage Blanket shall be comprised of a free-draining granular material and shall conform to the following gradation requirements as shown below:

Sieve	% Passing No. 200 Sieve
2-inch	100
¹ /2-inch	65-100
¹ /4-inch	50-100
No. 10	40-70
No. 40	10-40
No. 200	< 5

8.0 <u>SURCHARGE LOAD</u>

8.1. Material used for the Surcharge Load can be any readily available soil that is free of excessive moisture, debris, organics, or other deleterious material.

PART 3 – INSTALLATION

9.0 PREFABRICATED VERTICAL DRAIN INSTALLATION

- 9.1. PVD shall be installed following the slip fill operations and prior to placement of the sand drainage blanket, as shown on the drawings.
- 9.2. The mandrel or sleeve used to install the PVD shall be capable of protecting the drain material from cuts, tears, and abrasion during installation. It shall employ and



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anchor plate or similar arrangement to prevent soil from entering the bottom during installation and to anchor the drain tip at the required depth during withdrawal. The dimensions of the anchor plate should conform as closely as possible to those of the mandrel to minimize disturbance.

- 9.3. The size and shape of the mandrel or sleeve shall be as close as possible to that of the PVD to minimize disturbance of the soil during installation. The length of the mandrel shall not be less than the maximum length of the drain.
- 9.4. PVD shall be located and marked by the CONTRACTOR in the area as shown in the Drawings. They shall be installed in a triangular pattern with a spacing of 3 feet to a tip depth of EL -50.0 or to a point where they encounter resistance due to medium dense sands or obstructions. It is noted that the depths of the underlying sand layer varies across the site, and the installation rig may encounter heavy resistance prior to reaching desired tip elevation, especially on the north and south sides of the site. If this occurs, the ENGINEER shall be notified that modifications to the desired tip elevation have been made.
- 9.5. Equipment for installing PVD shall be plumbed prior to installing each drain and shall not deviate from the vertical more than 1 in 50.
- 9.6. The completed PVD shall be cut off at least 12 inches above working grade.

10.0 SETTLEMENT PLATE INSTALLATION

- 10.1. Settlement plates shall be installed in locations as indicated in the Drawings after completion of the installation of the PVD. Settlement plates shall be installed on firm, level subgrade in accordance with the Settlement Plate Installation Plan Notify the ENGINEER at least 5 working days prior to installation.
- 10.2. During the placement of fill materials, the casing shall extend a minimum of 1 foot and no more than 5 feet above the ground surface at the base of casing. The locations of the PVC casing should be visibly identified to prevent damage to the casing by equipment.
- 10.3. The settlement plates must be protected from damage for the duration of the contract or as directed otherwise by the ENGINEER. Immediately notify the ENGINEER if any settlement plate or benchmark is damaged. Repair/replacement of the settlement plate or benchmark shall be in accordance with the previously accepted Settlement Plate Installation Plan. Acceptance of the repair/replacement will be at the discretion of the ENGINEER. Any settlement plate that is rejected by the ENGINEER will be replaced with a piezometer at no cost to the OWNER.



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11.0 SAND DRAINAGE BLANKET AND SURCHARGE LOAD INSTALLATION

- 11.1. The sand drainage blanket will be placed over the subgrade after the installation of the PVD and settlement plates as outlined in the drawings. It should be placed uniformly across the site.
- 11.2. The surcharge load shall be placed following the installation of the sand drainage blanket as outlined on the drawings. It should be placed in uniform layers, with a difference in vertical height across the surcharge area not to exceed three (3) feet.

12.0 PIEZOMETER INSTALLATION

12.1. Piezometers shall be installed following placement of the final lifts of the surcharge load in accordance with the Piezometer Installation Plan. They shall be installed in locations and to depths as outlined below:

Piezometer	Northing	Easting	Tip EL
P-1	244540.68	1799575.25	-40.0
P-2	244364.17	1799597.05	-44.0
P-3	244634.48	1799735.10	-23.0
P-4	244478.74	1799749.76	-42.0
P-5	244296.07	1799766.81	-43.0
P-6	244527.02	1799922.28	-37.0
P-7	244376.60	1799964.01	-38.0
P-8	244250.08	1800029.43	-40.0
P-9	244593.46	1800098.03	-31.0
P-10	244461.24	1800137.96	-40.0
P-11	244292.24	1800188.40	-40.0
P-12	244147.59	1800240.53	-15.0

PART 4 – SETTLEMENT MONITORING

13.0 SETTLEMENT PLATE MONITORING

- 13.1. All settlement plates shall be read to within 0.01 feet.
- 13.2. The steel riser pipe of the settlement plates shall be read immediately after installation as a baseline reference.



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- 13.3. During placement of the sand blanket and the surcharge load, settlement plates shall be read weekly. If indicated settlement is less than anticipated, this interval may be increased by the ENGINEER.
- 13.4. Approximately one month after final placement of the surcharge load, the settlement plates shall be read every two weeks.
- 13.5. Each time the settlement plate is read, the elevation of the ground surface at the location of the settlement plate shall be recorded and submitted with the data.
- 13.6. The length of any addition to the settlement plate steel rod shall be established by reading the settlement plate immediately before and then after the additional rod is connected and shall be reported with the data.
- 13.7. The length of time between settlement plate readings shall be within ± 1 day of the prescribed interval.
- 13.8. The ENGINEER will be responsible for plotting the settlement plate data.

14.0 PIEZOMETER MONITORING

- 14.1. Piezometers shall be read in conjunction with the settlement plates, on the same interval and preferably on the same day.
- 14.2. The length of time between piezometer readings shall be within ± 1 day of the prescribed interval.
- 14.3. The ENGINEER will be responsible for plotting the piezometer data.

PART 5 – COMPLETION OF SURCHARGE

15.0 SURCHARGE LOAD REMOVAL

- 15.1. After the completion of the settlement period, as validated by the results of the settlement monitoring, the ENGINEER will recommend removal of the surcharge load. The material will be removed and disposed of by the CONTRACTOR.
- 15.2. After the surcharge material shall be cut to the desired elevation, the remaining surface soils shall then be thoroughly and uniformly compacted to 95% of their maximum dry density, within $\pm 2\%$ of their optimum moisture content, in accordance with ASTM D1557 (Modified Proctor). Field density testing, in

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accordance with ASTM D6938-17, should be performed every 10,000 sq. ft. to ensure proper compaction is being achieved.

16.0 INSTRUMENTATION REMOVAL

16.1. Following removal of the surcharge load and prior to placing the Structural Fill, the settlement plate risers and piezometers shall be removed. The casings shall be cut off one foot below grade and filled with neat grout.

17.0 MEASUREMENT AND PAYMENT

17.1. Measurement and payment for the work covered under this section will be made in accordance with the applicable Schedule of Prices.

END OF SECTION



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SECTION 02460 - PRESTRESSED CONCRETE PILING

PART 1 – GENERAL

1.0 <u>SCOPE OF WORK</u>

The work covered by this section consists of furnishing all labor, tools, equipment, materials, services and supervision necessary to install the prestressed concrete piles as indicated on the Contract Drawings.

2.0 <u>REFERENCES</u>

- 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 ASTM A416/A416M Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete.
 - 2.1.2 ASTM C150 Standard Specification for Portland Cement
 - 2.1.3 AASHTO Standards Specifications for Highway Bridges
 - 2.1.4 ACI 318 Building Code Requirements for Structural Concrete and Commentary
 - 2.1.5 ACI 543 Guide to Design, Manufacture, and Installation of Concrete Piles

3.0 <u>SUBMITTALS</u>

- 3.1 Prior to installation, the CONTRACTOR shall submit the following to the ENGINEER:
 - 3.1.1 Shop Drawings which shall provide plan view, elevation, length, dimensions, shape, cross section, types of reinforcement, prestress release and concrete compressive strength.
 - 3.1.2 The concrete design mix shall be submitted for approval prior to casting.
 - 3.1.3 Results of concrete cylinder compressive strength tests. Testing shall be in accordance with ACI 318, "Concrete Quality".
 - 3.1.4 Wave Equation Analysis Summary Report including an Inspector's Chart showing minimum blows per foot for rated capacity.



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	3.1.5	Pile driving records shall be submindividual piles.	itted within one day of in	stallation of the
	3.1.6	Pile reinforcing stress calibration of	lata	
	3.1.7	Pile template details		
3.2	Precor	struction Wave Equation Analysis		
	3.2.1	The CONTRACTOR shall have a on the soil conditions and equip analyses shall be used to assess th to install the pile to the required within the allowable driving stress	wave equation analysis poment to be employed. e ability of the proposed capacity and desired pe es. (DELETED)	berformed based Wave equation driving system enetration depth
	3.2.2	A new pile driving system, modified installation procedures shall be pro- installation stresses predicted by following maximum values: (DEL	fications to existing system posed by the CONTRAC y wave equation analy ETED)	em, or new pile CTOR if the pile sis exceed the
		Compression Stresses – 0.8	35f'c – fpe	
		Tension Stresses – 3(f'c) 0	.5 + fpe	
		Where:		
		f'c = Concrete Compressiv	e Strength in psi	
		fpe = Effective Prestress A	fter Losses in psi	
	3.2.3	The CONTRACTOR will retain a and record data during installation	testing consultant to mon . Pile Driving Records sh	itor pile driving all include:
		a. Project name and number		
		b. Contractor Name		
		c. Pile location and designation	L	
		d. Pile dimensions		
		e. Final tip and cut off elevation	n of piles after driving the	e pile group

f. Depth of pre-auguring or jetting

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	g.	Records of	of re-driving		
	h.	Elevation	Elevation of splices		
	i.	Type, ma	Type, make, model, weight and energy of hammer		
	j.	Actual hammer stroke and blow rate			
	k.	Type of pile driving cap used			
	1.	Cushion material and thickness			
	m.	Pile driving start and finish times and total driving time		ie	
	n.	Number of blows for every 12 inches of penetration and number of blows per inch for the last six (6) inches of driving		and number of	
	0.	Pile devia	tion from design	location and plumb/batter a	ingle
	p.	Special p	rocedures or unus	sual circumstances during p	ile driving
	q.	As-built drawing indicating piling location, batter, tip elevation and cut off elevation.			

PART 2 – MATERIALS

4.0 <u>MANUFACTURE</u>

- 4.1 <u>General</u> Except as otherwise specified herein, the piles shall be manufactured, handled and driven in accordance with ACI 543. The piles shall be cast of concrete controlled, made, placed, and cured in accordance with SECTION 03300 CAST-IN-PLACE CONCRETE, unless otherwise specified.
- 4.2 <u>Composition and Quality</u> The concrete shall be composed of Portland cement, air-entraining admixture, water and fine and coarse aggregate. The concrete mixture shall be designed by the CONTRACTOR for a compressive strength of 6,000 psi at 28 days. The design mix shall be submitted to the ENGINEER for approval prior to casting.
- 4.3 <u>Materials</u>.
 - 4.3.1 Portland cement shall conform to ASTM C150, "Portland Cement", Type II or IIA.



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- 4.3.2 Prestressing reinforcement shall conform to ASTM A416 "Uncoated Seven-Wire Stressed-Relieved Strand for Prestressed Concrete" (Grade 270).
- 4.3.3 Aggregate, bar reinforcement, water and air-entraining admixture shall conform to the applicable provisions of SECTION 03300 CAST IN PLACE CONCRETE.
- 4.4 <u>Reinforcing</u> The reinforcing system shall be rigidly wired or fastened at all intersections and held to true position in the forms by approved devices and methods as described in ACI 543.
- 4.5 <u>Forms</u> Forms shall be arranged to provide ample working room and easy access for carrying out all operations required for the proper placing, consolidation, and finishing of the concrete for the piles. The design of the forms shall be such that their removal can be accomplished without damage to the completed piles. Forms shall be steel founded on concrete bases capable of supporting the full load without settlement. Side forms shall be aligned and held rigid in alignment within a tolerance of 1/4 inch. Outer forms shall enclose all except the top horizontal surface. Forms shall remain in place until the concrete has reached a compressive strength of 4,000 pounds per square inch. Piles shall be cast with 1" chamfer on all edges.
- 4.6 <u>Casting</u> Piles shall be cast on level, tight, platforms, constructed to prevent settlement during the casting and curing operations. Piling shall be cast in a horizontal position. Casting in tiers will not be permitted. When casting is once started it shall be carried on as a continuous operation until pile is completed. All concrete shall be thoroughly compacted by internally vibrating, spading and rodding during the placing operation and it shall be thoroughly worked around the reinforcement and into the corners of the forms. The intensity of vibration shall be sufficient to cause the concrete to flow and settle into place. Vibration shall be applied uniformly over the length of the pile and shall be of sufficient duration to insure thorough compaction of the concrete. Spading and rodding during the placing operation shall supplement the vibration. Surfaces shall be free from detrimental porosity or honeycomb. Each pile shall be marked with the date of its casting. Pick up points shall be marked on each pile. Concrete test cylinders shall be taken during the time of casting by the CONTRACTOR.
- 4.7 <u>Stressing Requirements</u>.
 - 4.7.1 The prestressing force and friction losses in the reinforcing members shall be measured by both jacking gages and by elongations of the reinforcement



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in accordance with ACI 318. All jacks shall be equipped with accurate and calibrated gages for registering jacking pressures.

- 4.7.2 Means shall be provided for measuring the elongation of reinforcement at least to the nearest 1/32 inch. Before beginning work, the CONTRACTOR shall have all jacks to be used, together with their gages, calibrated by a reputable laboratory approved by the ENGINEER. Copies of the calibration data shall be furnished to the ENGINEER. It is anticipated and acceptable that there will be a difference in indicated stress between jack pressure and elongation of up to five percent 5%. If so, the error shall be so placed that the discrepancy shall be on the side of a slight overstress rather than understress. If the discrepancy between gage pressure and elongation exceeds five percent (5%), the entire operation shall be discontinued until the source of error is determined and corrected.
- 4.7.3 During progress of the work, any gage which appears to be giving erratic results or if gage pressure and elongations indicate materially differing stresses, recalibration will be required.
- 4.7.4 Elongation and jacking pressures shall be measured after the reinforcing has been suitably anchored and all possible slippage at the anchorages has been eliminated. Independent references shall be established adjacent to each anchorage to indicate any yielding or slippage that may occur between the time of initial stressing and final release of the cables.

4.8 <u>Stressing Procedure</u>.

- 4.8.1 The amount of stress to be given each cable shall be shown on the supplier's fabrication drawings. All cables shall be prestressed in a group and shall be brought to a uniform initial tension prior to being given their full pretensioning. This uniform initial tension of approximately 500 to 1,000 pounds shall be measured by some suitable means so that this amount can be used as a check against elongation computed and measured.
- 4.8.2 After this initial tensioning, the group shall be stressed until the required elongation and jacking pressure are attained and reconciled within the limits specified in Paragraph 3.7 "Stressing Requirements".
- 4.8.3 Individual tensioning of the cables will be acceptable in lieu of the group tensioning specified above provided the required accuracy is maintained.
- 4.8.4 With the cables stressed in accordance with the requirements of the drawings and the foregoing specifications and with all other reinforcing in



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place, the concrete shall be cast to the lengths desired. Cable stress shall be maintained between anchorages until the concrete has reached a compressive strength of 4,000 pounds per square inch, after which the cables shall be cut. The force in the prestressing steel shall be transferred to the concrete gradually and simultaneously. Sequence of release shall be as approved by the ENGINEER.

- 4.9 <u>Curing</u> Concrete piles shall be carefully cured until the concrete has reached a compressive strength of 4,000 pounds per square inch in accordance with the provisions of SECTION 03300 CAST-IN-PLACE CONCRETE. Pile casting shall not commence until the ENGINEER has approved, in writing, the method of curing. Piling may be steam cured in accordance with Section 7.5 of ACI 543. Concrete test cylinders shall be cured at the same location, under identical conditions, and by the identical method used to cure the piles cast of the same concrete pours from which the samples were taken.
- 4.10 <u>Storage and Handling</u> The methods used for storage and handling of the piles shall be such that the piling will not be subjected to overstress, spalling or other injury and in accordance with Section 7.7 of ACI 543. Piling shall remain undisturbed after casting and shall not be subjected to handling until concrete has developed a strength of 4,000 psi as indicated by the test cylinders and until the force in the prestressed steel has been transferred to the concrete. In general, piles shall be lifted by means of a suitable bridle or slings attached to the pile at the marked pick-up points. Piles which are crushed or otherwise damaged during curing, handling or driving shall be removed from the site of the work by the CONTRACTOR and replaced at no cost to the OWNER.
- 4.11 <u>Provisions for Jetting</u> At the CONTRACTOR'S option, in accordance with Section 7.4.2 of ACI 543, P.V.C. and iron pipe and fittings may be cast in piles for jetting purposes. These details shall be submitted to the ENGINEER for approval if the CONTRACTOR elects this option

5.0 <u>LENGTH OF PILES</u>

5.1 The CONTRACTOR shall base his bid on the quantities and lengths as shown on the contract drawings. Also, if for installation requirements it is required to utilize longer than specified pile lengths, the CONTRACTOR shall allow for the additional lengths in his bid package.



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PART 3 – EXECUTION

6.0 <u>PLACING</u>

- 6.1 Piles shall be driven accurately in correct locations, true to line both laterally and longitudinally and to vertical, batter and skew lines as indicated on the drawings and in accordance with the requirements of ACI 543. A lateral deviation from correct location at the cut-off elevation shall not exceed two (2) inches without pulling. A variation in slope from that specified of not more than 1/4 inch per foot will be permitted. The correct position of piles as to location, plumbness, batter and skew shall be maintained by the use of templates and jigs to support piles without damage; the details of which shall be submitted to the ENGINEER for review no later than seven (7) days prior to driving piles
- 6.2 In addition to driving templates, placing and maintaining piles within acceptable limits until encased in concrete shall be the CONTRACTOR'S complete responsibility. Special attention shall be paid in regard to adequate support for batter piles after driving. Any pile out of position shall be pulled and re-driven as directed at no additional cost to the OWNER. The CONTRACTOR shall provide access for the monitoring personnel to observe the pile installation.

7.0 <u>GEOTECHNICAL REPORT</u>

7.1 The site geotechnical investigation is included in Appendix A and is provided as a reference to the CONTRACTOR. The subsurface and groundwater conditions stated in the geotechnical report are reported as observed during the sampling phase of the investigation. The soils information given is intended to provide an indication of the conditions that will be encountered but cannot be given as a guarantee.

8.0 PRECONSTRUCTION WAVE EQUATION ANALYSES

- 6.1 A minimum of fourteen (14) days prior to driving the piles, the CONTRACTOR shall have a wave equation analysis performed based on the soil conditions and equipment to be employed. Wave equation analyses shall be used to assess the ability of the proposed driving system to install the pile to the required capacity and desired penetration depth within the allowable driving stresses.
- 6.2 A new pile driving system, modifications to existing system, or new pile installation procedures shall be proposed by the CONTRACTOR if the pile installation stresses predicted by wave equation analysis exceed the following maximum values:



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Compression stresses $-0.85 * f'_c - f_{pe}$

Tension stresses
$$-3 * \sqrt{f'_c} + f_{pe}$$

Where:

 f'_{c} = concrete compressive strength in psi f_{pe} = effective prestress after losses in psi

9.0 <u>DRIVING</u>

- 9.1 The CONTRACTOR shall use a hammer of a size and type suitable for the driving conditions to be encountered with the general requirements of a ram weight to pile weight ratio of at least 1:5 and a rated energy of not less than 75,000 ft.-lbs. The hammer shall be always operated at the pressure and at the speed recommended by the manufacturer. Compressor capacity shall be sufficient to operate the hammer continuously at full rated speed.
- 9.2 Piles shall be protected during driving by a cushion and cap of approved design. Pile drivers shall have firmly supported leads extending to the lowest point the hammer must reach to drive the piles to cut-off elevation without the use of a follower.
- 9.3 A pile shall not be driven until conditions and material characteristics have been approved for driving. Approval will be based upon the condition of curing and on a minimum of 6,000 psi compressive strength as indicated by the test cylinders. No pile shall be driven that is less than 14 days old. Each pile shall be driven continuously and without voluntary interruption until the required tip elevation has been attained. Deviation from this procedure will be permitted only in case the driving is stopped by causes which could not reasonably have been anticipated.
- 9.4 A pile which cannot be driven to the required depth because of an underground obstruction shall be pulled and re-driven if the obstruction can be removed or penetrated or the pile shall be cut-off, whichever is directed by the ENGINEER.
- 9.5 Water jets will be permitted to assist in driving the piles with depths of jetting as directed by the ENGINEER. The jetting equipment shall be of a type and capacity acceptable to the ENGINEER. Jetting of the pile shall be terminated at a depth such that the pile can be driven the final fifteen (15) feet to its designated tip elevation, or as otherwise directed by the ENGINEER. However, in all cases the


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CONTRACTOR shall be required to have means for accurately measuring the depth of such jetting.

- 9.6 Piles which have uplifted after driving shall be re-driven to design tip elevation after conclusion of other driving activity in that general area. Unless otherwise authorized by the ENGINEER, no pile shall be driven within 100 feet of concrete less than seven (7) days old.
- 9.7 <u>Pile Installation Monitoring</u> (DELETED) In addition to maintaining records of installation, the CONTRACTOR shall retain the services of a Dynamic Testing Consultant to perform Dynamic Strain Testing on a number of piles as sown in the Drawings. Dynamic Strain Testing is outlined in Section 02480 (DELETED).

10.0 <u>HEAD ADAPTER</u>

10.1 If the CONTRACTOR elects to use the Alternate End Detail to cast piles with ends of strands exposed, a suitable adapter shall be used to protect strands during driving.

11.0 DAMAGED AND MISPLACED PILES

- 11.1 Any pile which is cracked or broken by handling or driving, or which is otherwise injured so as to impair it for its intended use, or any pile driven out of proper location, shall be removed and replaced, or, at the option of the ENGINEER, a second pile may be driven adjacent thereto. All work of removal and cost of replacement shall be borne by the CONTRACTOR at no additional expense to the OWNER.
- 11.2 The ENGINEER may require the CONTRACTOR to pull certain selected piles after driving for test and inspection to determine the condition of the piles. Any piles so pulled and found to be damaged to such extent as, in the opinion of the ENGINEER, would impair its usefulness in the completed structure, shall be removed from the site of the work and the CONTRACTOR shall furnish and drive a new pile to replace the damaged pile. Piles pulled and found to be sound and in a satisfactory condition shall be re-driven.

12.0 <u>CUT-OFFS.</u>

12.1 Piles shall be cut off at the elevations as shown on the drawings. The piles shall be cut off perpendicular to the axis of the pile at the cut-off elevation. Cutting methods shall be used which will not damage the portion of the pile to be left in place nor the pile reinforcement.



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- 12.2 Pile reinforcement and/or strands shall be left extended above the cut-off elevations as shown on the drawings and shall be cleaned and protected from damage until embedded in the concrete caps, beams or slab above.
- 12.3 Cut-off segments and other debris generated while cutting off piles shall not be left in the Mobile River or the MRT slip.

13.0 <u>SPLICING</u>

- 13.1 Splices may only be made at locations noted on the drawings or as directed by the ENGINEER. At such locations, the CONTRACTOR will be required to lengthen piles by splicing in accordance with the details on the drawings. The concrete shall be cut away to the extent shown leaving the prestressing reinforcement exposed.
- 13.2 Should the CONTRACTOR elect to cast the pile with extended exposed prestressing reinforcement, the pile will require cutting off only that amount necessary for making the splice. Reinforcing bars of the size shown and of sufficient length for the required extension shall be fastened to the exposed bars, and transverse reinforcement as shown on the drawings shall be placed.
- 13.3 Concrete cuts shall be made perpendicular to the axis of the pile and all concrete shall be removed above the dimension indicated. Bars shall be lapped for the full length of the exposed prestressing reinforcement. When the reinforcing has been placed, the tip of the pile shall be roughened, and the necessary form work placed.
- 13.4 Immediately prior to placing the concrete, the top of the pile shall be prepared and coated with a bonding material as provided by Section 03300 CAST-IN-PLACE Concrete, paragraph 4.6. Concrete of the same quality as that used to cast the original pile shall then be placed, furnished, and moist cured as specified in Section 03300 CAST-IN-PLACE, paragraph 10.0 for poured-in-place concrete except that the forms shall remain in place for at least 72 hours after placing the concrete. Driving of a spliced pile shall not be resumed until it is approved for driving by the ENGINEER.

14.0 MEASUREMENT AND PAYMENT

14.1 <u>Measurement</u> – Prestressed concrete piles will be measured for payment on the basis of lengths along the axis of the pile in place below the specified cut-off elevation. If the ENGINEER authorizes driving to stop before a pile reaches the specified penetration depth the excess cut-off shall be measured for payment as the difference between the specified length and the actual length of pile driven below cut-off. Measurements shall be to the nearest one-tenth foot.



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- 14.2 <u>Payment Piles</u> Payment for each permanent pile acceptably driven will be made in accordance with the applicable Schedule of Prices, which price shall include all items incidental to furnishing and driving the piles, redriving uplifted piles, 2-foot pile cut-offs or alternate 2-foot exposed reinforcement section, cutting pile at cutoff elevation, but which price shall not include authorized splices unless the splice is made for the convenience of the CONTRACTOR. Payment for permanent piles driven in place below the cut-off elevation, will be made at the applicable contract unit price per linear foot.
- 14.3 <u>Pile Cut-Offs</u> Payment for authorized excess cut-off will be made for the measured cut-off portion of the pile at the rate of seventy-five percent (75%) of the contract unit price for the pile and no other payment will be made for such cut-off. No payment will be made for the required 2-foot cut-offs or the alternate 2-foot exposed reinforcement section which will be a subsidiary obligation of the CONTRACTOR covered under the unit prices for the in-place piles.
- 14.4 <u>Splices</u> Each splice will be paid for at the Contract unit price for "Concrete Piling Splices", when such splice is required by the ENGINEER to extend the piling to a length greater than the length specified for the piling in the lists furnished to the CONTRACTOR. Such payment shall constitute full compensation for furnishing all plant, labor, material, and equipment, and performing all work required to complete the splice as specified and will be in addition to payment for the extended length of the pile which will be made at the applicable contract unit price for furnishing and driving the respective piles. Splices made necessary by the CONTRACTOR'S method of casting or operation will be considered for his convenience and will not be paid for.
- 14.5 <u>Pulled Piles</u> Piles which are pulled, at the direction of the ENGINEER, and found to be in good condition will be paid for at the Contract unit price for the pile in its original position plus twenty-five percent (25%) of the applicable contract unit price for furnishing and driving the piles; this price constitutes payment for redriving only; the cost of furnishing, original driving, and pulling the piles is to be paid for as specified above. Where piles are pulled and found to be damaged, no payment will be made for originally furnishing and driving such piles nor for the operation of pulling, and they shall be replaced by new piles, which will be paid for at the Contract unit price for lengths driven.

END OF SECTION



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SECTION 02230 – LOAD TRANSFER PLATFORM

PART 1 – GENERAL

1.0 <u>SCOPE OF WORK</u>

- 1.1. The work shall consist of the design, installation, and quality control of a Load Transfer Platform (LTP), to the limits and grades as shown on the contract drawings to meet the performance criteria specified herein. The LTP will be part of a Column Supported Embankment (CSE). The design concept of the entire CSE involves constructing a pattern of rigid inclusions using an approved soil improvement technique which will be installed prior to the construction of the LTP. The CMC are constructed to bear on a firm stratum and take advantage of available friction of competent soil strata. The LTP shall be designed to efficiently distribute the embankment load plus any surcharge live and dead loads onto the CMC.
- 1.2. <u>Definitions</u>:
 - 1.2.1 Ground Improvement Engineer of Record (GIEOR) will be defined as TBD.
 - 1.2.2 Ground Improvement Subcontractor will be defined as TBD.
 - 1.2.3 CONTRACTOR will be defined as TBD.
 - 1.2.4 Design Engineer will be defined as TBD.
 - 1.2.5 OWNER will be defined as the Alabama Port Authority
 - 1.2.6 OWNER'S Engineer will be defined as Aptim Port Services, LLC.
 - 1.2.7 Engineer of Record (ENGINEER) will be defined as TBD.
 - 1.2.8 CONTRACTOR'S QA/QC will be defined as TBD.
- 1.3. <u>Contractor Qualifications</u>:
 - 1.3.1 The CONTRACTOR constructing the LTP shall have a minimum 5+ years' experience installing LTPs or other structures with geosynthetic reinforcement.
 - 1.3.2 The CONTRACTOR shall provide documentation for three (3) recent, successful projects completed with similar site conditions and

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improvement criteria. The CONTRACTOR shall provide names and contact information of individuals who can attest to the adequacy of the work performed. This information shall be submitted in the CONTRACTOR'S bid proposal.

- 1.3.3 The final LTP design shall be conducted by the Design Engineer, a Professional Engineer licensed in the State of Alabama with experience in the design of at least three successfully completed LTP projects. The Design Engineer may be either an employee of the CONTRACTOR or a separate Consultant Design Engineer meeting the stated experience requirements.
- 1.3.4 The CONTRACTOR must assign a Project Manager and a full-time Superintendent, both of whom have been responsible for similar work on at least three (3) projects. They shall have been in full-time employment of the CONTRACTOR for at least two of those projects. A Design Engineer that is a consultant on this project cannot be the Project Manager.
- 1.3.5 Written requests for substitution of these key personnel must be submitted prior to personnel changes. Documentation must be submitted to the OWNER that demonstrates the substitute meets the requirements listed above. Substitution may not be made until written approval is provided by the OWNER.

2.0 <u>REFERENCES</u>

- 2.1. Federal Highway Administration (FHWA):
 - 2.1.1 FHWA NHI-06-020 Ground Modification Methods: Reference Manual Volumes I & II
- 2.2. American Society for Testing and Materials (ASTM):
 - 2.2.1 ASTM C 136 / AASHTO T 27 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 2.2.2 ASTM C 117 / AASHTO T 11 Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
 - 2.2.3 ASTM D4318 / AASHTO T 89 & T90 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils



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- 2.2.4 ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kNm/m³))
- 2.2.5 ASTM D6938 Standard Test Methods for In-Place Density by Nuclear Methods (Shallow Depth)
- 2.2.6 ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- 2.2.7 ASTM D 6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method
- 2.2.8 ASTM D 4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
- 2.2.9 ASTM D 5262 Standard Test Method for Evaluating the Unconfined Tension Creep and Creep Rupture Behavior of Geosynthetic
- 2.2.10 ASTM D 5321 Standard Test Method for Determining the Shear Strength of Soil-Geosynthetic and Geosynthetic-Geosynthetic Interfaces by Direct Shear

3.0 <u>SUBMITTALS</u>

- 3.1. Following award of the contract and prior to the start of construction, the CONTRACTOR shall submit to the ENGINEER for his approval, all required details, specifications, drawings, construction sequence, design calculations, quality control plan, monitoring plan, and any other required information for the LTP system. The OWNER'S Engineer has the right to require changes as he/she deems necessary to satisfy the performance specification of the LTP with no additional cost to the OWNER. The CONTRACTOR shall allow a minimum of 30 days for the review of the initial submission and shall also account for the subsequent review and approval process which will depend on the accuracy and quality of the submission documents.
- 3.2. The following shall be submitted to the ENGINEER at least 30 days prior to beginning work:
 - 3.2.1 Proposed LTP construction sequence and schedule.



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- 3.2.2 Working drawings and design to the ENGINEER for review and approval prior to starting the work indicating the embankment details (material types, elevations, geosynthetic reinforcement, etc),
- 3.2.3 Gradation, Atterberg limits, and the resulting USCS classification for all fill materials used.
- 3.2.4 The CONTRACTOR shall submit a certificate stating that the geosynthetic reinforcement meets the design requirements for ultimate strength, creep, durability, installation damage, and coefficient of interaction for sliding in accordance with the design submittal.
- 3.2.5 A detailed written procedure of plans to protect the adjacent wall structure from damage. This should also include precautions to prevent equipment from damaging the geosynthetic reinforcement or settlement to the subgrade between CMC.
- 3.3. <u>Compaction Test Records</u>:
 - 3.3.1 The CONTRACTOR'S QA/QC shall prepare reports stamped by a registered Professional Engineer for the LTP compaction testing. The reports will be required for final approval of the ground improvement design by the EOR. Record copies shall be submitted to the EOR and the OWNER no later than 14 days from the date of testing being performed. The compaction testing records should include:
 - a. Reference location corresponding to gridlines, orientation, or station
 - b. Lift number, testing depth, and approximate elevation of test
 - c. Compaction results
 - d. Pass/fail designation
 - e. If failed and retested, reference location for previously failed test

4.0 <u>SUBSIDIARY OBLIGATIONS</u>

- 4.1. <u>General</u>:
 - 4.1.1 The following operations and construction shall not be measured for direct payment, but shall be considered subsidiary obligations of the



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CONTRACTOR, and shall be covered under the contract prices for the areas of work involved.

- 4.1.2 <u>Fill</u>. Fill construction including the preparation of ground surface for placement of fill up to the finished subgrade elevation shall be covered under the contract price for the specific areas of work.
- 4.1.3 <u>Subgrade preparation</u>. Subgrade preparation, including dressing, shaping, wetting, aerating, and compacting of the subgrade, shall be covered under the contract price for the specific areas of work.
- 4.1.4 Water used for sprinkling and wetting materials during construction in connection with compaction of fills, unless otherwise specified, shall be covered under the contract price for the specific areas of work.

PART 2 – MATERIALS

5.0 <u>LTP MATERIALS</u>

- 5.1. <u>Definitions</u>:
 - 5.1.1 D_{10} Diameter in the soil-particle distribution curve corresponding to 10% finer.
 - 5.1.2 D_{30} Diameter in the soil-particle distribution curve corresponding to 30% finer.
 - 5.1.3 D_{60} Diameter in the soil-particle distribution curve corresponding to 60% finer.
 - 5.1.4 T_a Allowable long term geosynthetic design tensile strength
 - 5.1.5 T_g Required long term geosynthetic design tensile strength
 - 5.1.6 T_{ult} Ultimate tensile strength from single or multi-rib tensile strength tests (ASTM D 6637)
 - 5.1.7 T_{CR} Creep limited strength
 - 5.1.8 RF_D Geosynthetic Durability Reduction Factor
 - 5.1.9 RF_{ID} Geosynthetic Damage Reduction Factor

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- 5.1.10 RF_{CR} Geosynthetic Creep Reduction Factor
- 5.1.11 FS_{UNC} Geosynthetic overall factor of safety or load factor reduction to account for uncertainties in the geometry of the structure, fill properties, reinforcement properties, and externally applied loads.

6.0 <u>SELECT FILL</u>

6.1. Gradation Requirements

Sieve Size	% Passing No, 200 Sieve
4 in.	100
#4	15-70
#40	10-60
#200	5-15

6.2. Qualifiers

- 6.2.1 Select fill material passing the No. 40 sieve shall have a Liquid Limit less than 40 and a Plasticity Index less than 20.
- 6.2.2 Select Fill shall be free from organics, excessive moisture, or deleterious materials.
- 6.2.3 Coefficient of Curvature:

$$C_c = \frac{D_{30}^2}{D_{60} \times D_{10}} = 1 \text{ to } 3$$

6.2.4 Coefficient of Uniformity

7.0 <u>GEOSYNTHETICS</u>

7.1. Allowable long term geosynthetic design tensile strength:

$$T_g \leq T_a$$

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Where:

$$T_a = \frac{T_{ult}}{RF_D \times RF_{ID} \times RF_{CR} \times FS_{UNC}}$$

7.2. Serviceability:

 $T_g \leq T_{CR(@5\% strain)}$

PART 3 – EXECUTION

- 8.0 <u>CONSTRUCTION</u>
 - 8.1. <u>Pre-Construction Meeting</u> A pre-construction meeting shall be held among the OWNER, ENGINEER, and CONTRACTOR, and Design Engineer prior to mobilizing equipment to the project site. At the meeting, the LTP installation means/methods, observation, acceptance/rejection procedures, and testing shall be discussed and formalized.
 - 8.2. <u>Working Drawings</u> The CONTRACTOR shall provide working drawings which shall show the top and bottom elevations, detail on the select fill, geosynthetic reinforcement, and general embankment fill.
 - 8.3. <u>Site Preparation</u>:
 - 8.3.1 The CONTRACTOR shall ensure a firm base on which any necessary heavy equipment can be operated safely under its own power.
 - 8.3.2 The CONTRACTOR shall accurately locate the limits of CMC installation and embankment extents in accordance with the contract plans.
 - 8.3.3 The CONTRACTOR shall exercise caution to avoid settlement or damage to existing wall or installed CMC, and settlement, undermining, or instability to the subgrade between CMC.
 - 8.3.4 The CONTRACTOR shall exercise caution and account for the temporary instability that may be caused by ground improvement techniques used for installation of the CMC until the ground improvement features gain strength with time.



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8.4. <u>Select Fill Placement – QC/QA</u>

- 8.4.1 No geosynthetic reinforcement or fill materials shall be placed prior to completing installation of the CMC, unless the fill material is required as a working platform for CMC installation.
- 8.4.2 Prior to construction of the load transfer platform, the CONTRACTOR shall prepare subgrade, and remove any deleterious materials. The foundation soil shall be observed and approved by the Design Engineer and the ENGINEER or Inspector prior to placement of select reinforced fill.
- 8.4.3 If cementitious ground improvement methods are used, placement of fill material shall not start until the columns have gained adequate strength to support the fill materials and fill installation and construction equipment.
- 8.4.4 Select reinforced fill shall be placed in horizontal layers not exceeding 12inch thickness, loose measurement, for heavy compaction equipment. For zones where compaction is accomplished with hand-operated compaction equipment, fill shall be placed in horizontal layers not exceeding 6 inches in thickness, loose measurement.
- 8.4.5 Heavy compaction equipment shall not be operated within 15 feet of the bulkhead.
- 8.4.6 Select reinforced fill shall be compacted to a minimum 95% maximum dry density, within $\pm 2\%$ of its optimum moisture content, as determined in accordance with ASTM D-1557 (Modified Proctor). Compaction testing shall be performed at the frequencies stated on the Ground Improvement Shop Drawings.

8.5. <u>Geosynthetic Placement – QC/QA</u>

- 8.5.1 The reinforcement shall be placed at the locations and elevations shown on the CONTRACTOR'S working drawings. No changes to the geosynthetic reinforcement layout, including, but not limited to length, reinforcement type (i.e., strength), direction of reinforcement, or elevation shall be made without the explicit written approval of the ENGINEER.
- 8.5.2 Construction equipment shall not be operated directly on the geosynthetic reinforcement. A minimum fill thickness of 6 inches is required for operation of vehicles over the reinforcement. Turning of vehicles should



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be kept to a minimum to prevent tracks or tires from displacing the fill and/or geosynthetic reinforcement.

- 8.5.3 Minimum overlap of adjacent rolls of reinforcement shall be per the construction Plans or as approved in the Working Drawings.
- 8.5.4 Each roll of geosynthetic reinforcement should be inspected by the ENGINEER or his representative to ensure that it is undamaged prior to covering with fill material.
- 8.5.5 Care shall be taken to prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to the geogrid materials.
- 8.5.6 Geosynthetic reinforcement shall not be left directly exposed to sunlight for a period longer than recommended by the manufacturer or one month, whichever is shorter.
- 8.5.7 Any roll or portion of a roll of geosynthetic damaged before, during, and/or after installation shall be replaced by the CONTRACTOR at the CONTRACTOR'S expense.
- 8.5.8 Large piles of fill material shall not be placed on the geosynthetic reinforcement.
- 8.5.9 If geotextile seams are specified, the seams should be placed up and every stitch should be inspected.
- 8.5.10 The CONTRACTOR shall remove slack and wrinkles from the geosynthetic prior to placing fill.
- 8.5.11 The CONTRACTOR shall submit the lot numbers and roll numbers along with their locations within the embankment for all geosynthetic reinforcement.

9.0 <u>ACCEPTANCE CRITERIA</u>

9.1. The Load Transfer Platform is considered acceptable when the construction and QC/QA requirements are completed in accordance with Section 8.0 and no damage to adjacent facilities is found. If damage is discovered, the LTP will be accepted when compensation is made for damaged caused or damage is repaired at CONTRACTOR'S expense.

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10.0 MEASUREMENT AND PAYMENT

10.1. Measurement and payment for the work covered under this section will be made in accordance with the applicable Schedule of Prices.

END OF SECTION



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CONFIGURATION OPTION DESCRIPTION
GRATE INLET (NO INLET PIPE)
GRATE INLET WITH INLET PIPE

			VOR	TSEN	TRY H	IS GE	NERA	LINF	ORMA	TION		
Model	Man Diamei	hole ter (ID)	To Treat Flow	otal tment Rate	Typica Distan to Ou Bot	Il Total ce Rim itside tom	Typ Distane to In E	ical ce Rim ivert 3	Typica Below (ins (Appro Mini Distan to Ir		
	FT	mm	CFS	L/S	F	m	F	m	FT	mm	FT	
HS36	3	900	0.55	15. 6	10.1 6	3.10	4.08	1.24	5.58	1702	3.00	
HS48	4	1200	1.20	34.0	13.25	4.04	6.00	1.83	6.75	2057	4.00	
HS60	5	1500	2.20	62.3	15.13	4.61	6.50	1.98	7.96	2426	4.82	Γ
H S72	6	1800	3.70	104.8	16.56	5.05	6.75	2.06	9.15	2788	5.59	Γ
HS84	7	2100	5.60	158.6	18.85	5.75	7.75	2.36	10.35	3156	5.00	Ι
HS96	8	2400	8.10	229.4	20.87	6.36	8.50	2.59	11.54	3518	6.91	ſ

						SENTE		S DES		IOTES	3					
	VSHS RATED TH			SHOWN		ABLE BELO	W, OR PI			TIONS. M	AXIMUM HY	DRAULIC	INTERNAL	BYPASS		
		SOLID COVI		GURATION	KEPKESE	NIALIVE FU	JR ADI H	ONAL INI		N. E AVAILAR		E LISTED	BELOW.			
			NFIGUI	RATION	ΟΡΤΙΟΙ			N								SPECIAL NOTES: 1. STRUCTURE SHALL MEET ACL-318 SPECIFICATIONS FOR DESIGN LOADS
		GR/	ATE INLET	(NO INLET	r PIPE)											LISTED ON DRAWING G3 AND CASTINGS SHALL MEET ASTM A536 WITH AIRPORT EXTRA HEAVY DUTY LOAD RATING. CONTRACTOR SHALL SUBMIT
l		GR/	ATE INLET	WITH INLE	et pipe											CALCULATIONS AND DESIGN DRAWINGS STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF ALABAMA FOR REVIEW PRIOR TO FABRICATION.
				VOR	TSEN	TRY H	S GE	NER/	AL INF	ORMA	TION					2. BEDDING UNDER UNITS SHALL CONSISTS OF 18" THICK COMPACTED (95%
	Model	Man Diame	hole ter (ID)	To Treat Flow	tal ment Rate	Typical Distanc to Out Botte	Total e Rim side om	Ty Dista to	rpical nce Rim Invert B	Typica Belov (in:	al Depth v Invert side) C	Appro Mini Distan	oximate imum nce Rim nvert	Maximum Diameter	Pipe (ID)	MODIFIED PROCTOR) #57 CRUSHED STONE. CRUSHED AGGREGATE SHALL EXTEND MIN. 6" OUTSIDE OF MANHOLE WALL. 3. AFTER PREPARING THE SUBGRADE, A LAYER OF MIRIFI 160N, OR EQUIVALENT SHOULD BE PLACED AT BOTTOM OF TRENCH BELOW WATER QUALITY UNIT PRIOR TO PLACING THE STONE THE FABRIC
			mm	CES	L/S			FT	- 		- 	FT	m			SHOULD BE PLACED AT THE BOTTOM OF TRENCH SUCH THAT IT SEPERATES THE STONE FROM THE SOIL AT ALL SIDES OF TRENCH
	HS36	3	900	0.55	15.6	10.16	3.10	4.08	1.24	5.58	1702	3.00	0.91	18	150	C EXCAVATION. FIELD NOTE: MINIMUM FABRIC OVERLAP AT TOP SIDE OF STONE BED = 1'-0".
	HS48	4	1200	1.20	34.0	13.25	4.04	6.00	1.83	6.75	2057	4.00	1.22	24 (800	
	HS60	5	1500	2.20	62.3	15.13	4.61	6.50	1.98	7.96	2426	4.82	1.47	30	/50	
3	HS72	7	2100	5.60	104.8	16.56	5.05	6.75 7.75	2.06	9.15	3156	5.09	1.70	30 1 42 1	050	
	HS96	8	2400	8.10	229.4	20.87	6.36	8.50	2.59	11.54	3518	6.91	2.11	48 1	200	
	ERA (D) (D) (D) (D) (D) (D) (D) (D) (D) (D)	CONTES IN NOTES BASE, BACK L BE SPECIF CONTES IN NOTES	CH CH CH CH CH CH CH CH CH CH CH CH CH C	VER S)	NLESS NC RENCE DIA ILED STRU REPRESENT TURE SHA MIND CAST ILED STRU SHA MIND SHA MIND SHA	RAME (24) TED OTHE VENSIONS. UCTURE DI NTATIVE. V ALL BE IN A INCO OTHE VENSIONS. UCTURE DI NTATIVE. V ALL BE IN A	AND SQUA N.T.S. RWISE. ACTUAL MENSIOF WW.Cont CCORDA	GRA RE) L DIMENS NS AND V echES.co ANCE WIT	SIONS MAY VEIGHT, PI TH ALL DES MIDO LOAT	STRUCT WATER PEAK FL RETURN PIPE DA INLET PI OUTLET RIM ELE ANTI-FLO NOTES/S SEE SPE * PER EN VARY. EASE CO SIGN DAT/ FIC DESIG	SPECIAL RI CIAL NOTES NGINEER O				* * * * * * * * * * * * * * * * * * *	
	VORTSEN 3. CONTRAC 4. CONTRAC 5. CONTRAC INVERT M	TRY HS MAN TOR TO INS TOR TO PRO TOR TO TAK INIMUM. IT IS	IHOLE STI TALL JOIN OVIDE, INS E APPROI S SUGGES	RUCTURE T SEALAN TALL, AND PRIATE ME STED THAT	(LIFTING (T BETWEE) GROUT F ASURES T ALL JOIN	CLUTCHES EN ALL STR PIPES. MAT TO ASSURE ITS BELOW	PROVIDE UCTURE ICH PIPE UNIT IS PIPE IN	ED). ESECTIO INVERT WATER /ERTS AI	NS AND AS S WITH ELI TIGHT, HO RE GROUT	SEMBLE S EVATIONS LDING WA ED.	STRUCTUR SHOWN. TER TO FL	e. Owline				
	9025 Centre Po 800-338-1122	WWW.Conte binte Dr., Suite 513-645-7	OLUTION chES.com 400, West C 7000 51	Chester, OH 4 3-645-7993	15069 FAX				VC STA	RTSE NDAF	NTRY RD DE	HS TAIL				
-BEDDING & NON-WOVEN GEOTEXTILE FABRIC SEE SPECIAL NOTE 2 & 3																ALABAMA PORT AUTHORITY PORT OF MOBILE ASPA PROJECT NO: 11261 – TASK 1 ASPA DWG NO:
																ADMT DUACE IV VADD EVDANCION
													A			AFIVIT FRASE IV TARD EAFAINSIUN
													PORT	SERVIC	ES, LLC	DRAINAGE STRUCTURE
										THIS D	OCUMENT IS T OLOGY OWNED	HE PROPERTY BY APTIM AN	OF APTIM. IT D DEEMED TO	MAY CONTAIN INFO BE COMMERCIALLY	MATION DESCRIBING SENSITIVE. IT IS TO E	WATER QUALITY UNIT DETAILS
	B RE						RST	MED	xSG 05/10 RSC 04/01	V/24 USED WHOLE FORBIE	ONLY IN CONNI OR IN PART F DDEN EXCEPT E	CTION WITH ' OR ANY PUR Y EXPRESS V	WORK BEING PI POSE OTHER TI WRITTEN PERMIS	ERFORMED BY APTI HAN WORK PERFOR SION OF APTIM. IT	1. REPRODUCTION IN MED BY APTIM IS IS TO BE SAFEGUARE	ed for: ALARAMA PORT ALITHORITY
WINGS				REVISION				СК, D V			N: RST		ADVERTENT DISC	DATE: 04/04/22	HIRD PARTY.	PROJECT NO: 4484 DWG NO: C.26
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FILL MATERIAL

SUBGRADE ROUGH GRADE

	0 15' 30' 60' 90' SCALE: $1'' = 30'-0''$
	ALABAMA PORT AUTHORITY PORT OF MOBILE
4	aspa project no: 11261 — TASK 1 aspa drawing no.
	<u>APMT PHASE IV YARD EXPANSION</u> <u>SUBGRADE AND ROUGH GRADE SECTIONS</u> <u>STATION 14+50 TO 16+50</u>
)	FOR: ALABAMA PORT AUTHORITY

DWG NO: CV18

rev: B

Form: CMS-830-00-FM-02104 Aptim ANSI D.dw

PROJECT NO: 4484

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APMT PHASE IV YARD EXPANSION SLIP FILL HAULAGE ROAD & MISC. SITE WORK PARTIAL PLAN (SHT. 2 OF 2) FOR: ALABAMA PORT AUTHORITY

160'

ASPA DWG NO:

240'

Form: CMS-830-00-FM-02104 Aptim ANSI D.dwg

rev: B

64'-6"±

61'-3"±

- A PORTION OF THE MESA WALL & GEOGRID IN THIS

AREA SHALL BE INSTALLED AFTER PHASE IV EAST BUILD-OUT & REMOVAL OF WEST RAMP. SEE PLAN ON

NOTES	
1. SEE DRAWING G3 FOR PROJECT GENERAL NOTES.	
2. SEE DRAWINGS G9 THRU G11 FOR SLIP FILL HAULAGE ROAD AND MISC. SITE WORK PLANS.	
	REFERENCE D
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PORT OF MOBILE
aspa project no: 11261 - TASK 1 aspa dwg no:
APMT PHASE IV YARD EXPANSION SLIP FILL HAULAGE ROAD & MISC. SITE WORK WEST RAMP CROSS SECTIONS

OF APTIM. IT MAY CONTAIN INFORMATION DESCRIBING
DEEMED TO BE COMMERCIALLY SENSITIVE. IT IS TO BE
ORK BEING PERFORMED BY APTIM. REPRODUCTION IN
DSE OTHER THAN WORK PERFORMED BY APTIM IS
ITTEN PERMISSION OF APTIM. IT IS TO BE SAFEGUARDED
VERTENT DISCLOSURE TO ANY THIRD PARTY.

SAFEGUARDED Y.	FOR:	ALABAMA	PORT	AUTHORITY
NOTED	PROJEC	T NO: 4484	DWG NO:	G12

rev: B Form: CMS-830-00-FM-02104 Aptim ANSI D.dwg

NOTES	
1. SEE DRAWING G3 FOR PROJECT GENERAL NOTES.	
2. SEE DRAWINGS G9 THRU G11 FOR SLIP FILL HAULAGE ROAD AND MISC. SITE WORK PLANS.	
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		50.00'				100.00'					150.00'			
	20'-0"	40'-0" HAULAGE ROAD	20'-0"	-	2.	.5				– SLIP FILL SURCHARGE ELEV. 25.00' (MIN.)				
E LINE PHASE	12" THICK COMPACTED B-BASE EAST_RAMP @ EL. 13.00	¢ HAULA EAST	GE ROAD RAMP		LAN S2 GRA WES	NDLOK ECB ADE LINE ST PHASE	CUTLIN WEST F	E	1	GRADE LINE	SLIP FINAL	SLIP FILL SU INITIAL ELEV. BEFORE SUR FILL SUBGRADE ELEV. 10.00'	JBGRADE 15.00' CHARGE	
	NX 750 GEOGRID		COMPACTED STRUCTURAL FILL	<u> </u>		- EXISTING DEADMAN = = = = = = = = = = = = 	= = = = = =					R SETTLEMENT	FILL EXISTING WITH CLEAN S (SEE SPECIFIC.	SLIP SAND XATIONS)
EAS 1"=8'	<u>ST RAMP CROSS</u>	SECTIO	<u>N G−G @ EL 1</u> (see plan on	80' LONG // /- /- DWG G11)	3 3 (\`\ 1	60' LONG		EXISTING — MZ27 42'LONG SHEETPILE (ABANDONEI		<u>4</u> µL	EXISTING AZ14-770 52' LONG SHEETPILE (CMG WALL 7)			
									۸D.	ΤΙΚΛ	APMT PHA	ALA PORT AU PORT C I – TASK 1 SE IV YARD	BAMA DEADER ASPA DWG NO:	
							THIS DOCUMEN TECHNOLOGY	T IS THE PROPERTY OF A	PTIM. IT MAY CONTA MED TO BE COMME	VICES, LLC	<u>SLIP FILL</u> <u>EAST RAM</u>	HAULAGE RO P CROSS SE	AD & MISC. S	<u>site v</u>
		B REVISED FOR	8 BID BID	ਜ ਜ	ST MED ST MED	RSG 05/10/ RSG 04/05/	4 USED ONLY IN WHOLE OR IN FORBIDDEN EX AGAINST BOTH	CONNECTION WITH WORK PART FOR ANY PURPOSE CEPT BY EXPRESS WRITTE DELIBERATE AND INADVER	BEING PERFORMED OTHER THAN WORK N PERMISSION OF A TENT DISCLOSURE T	BY APTIM. REPRODUCTION IN PERFORMED BY APTIM IS PTIM. IT IS TO BE SAFEGUARDED O ANY THIRD PARTY.	D FOR: ALABAMA	A PORT AUTHOR	RITY	
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DRAWINGS	NO.	REVISION	DRAWN	CK'D	APPD	DATE	DRAWN: RST	CK'D: MED	API

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EL. 30.00' 1			100.00'			50.00			0.00		Ç C U	
EL. 25.00'	SLIP FILL SURCHARGE ELEV. 25.00' (MIN.)			GROUND	120'-0" UNO MODIFICATION AREA/LOAD TRANSF	ER PLATFORM-(LTP)						
EL. 20.00'	SLIP FILL SUBGRADE INITIAL ELEV. 15.00' BEFORE SURCHARGE		TOE OF SLIP	FILL SURCHARGE		75'-()"	FACE OF PNZ54 KING P	ILE	BULKHEAD EXT. PILI	E CAP 12	
EL. 15.00'	SLIP FILL SUBGRADE FINAL ELEV. 10.00' AFTER SETTLEMENT		RCC THE OF GRO AREA (T	K. FOR (LTP) INSIDE	T/TRENCH & TRENCH EL. 13.39' SEE DWG	DRAIN 401N C28 & C25	SOIL CEMEI INSIDE OF AREA (T.B.I	IT THK. FOR (LTP) GROUND MODIFICATION 9. BY OTHERS)		TOC EL 13.96	, @	
EL. 10.00'			(LTP)				(LTP)			BULKHEAD) EXT.	
EL. 5.00'	RIGID INCLUSION <u>CUT-OFF EL.</u> (T.B.D. BY OTHERS) FILL EXISTING SLIP							L SUBGRADE ELEV. 8.00'				
EL. 0.00'	(SEE SPECS)			SEE SPECS,) 8 WITH CLEAN S 8 (SEE SPECS) 8 8 8		BULK	EN SURCHARGE TUE & EAD EXTENSION		EL (−) = NAVD	<u>)0.41'</u>)88	
EL5.00'											/ 24" SQUARE	
EL10.00'											Ó PRESTRESSED CONCRETE PILE	
EL20.00'	ENGTH ERS)										2	
EL25.00'	BY OTH											
EL30.00'	Rigid INO											
EL35.00'												
EL40.00'												
EL45.00'										NEW PNZ54/NZ19 COMBINATION (WALL 2)		
EL50.00'										FOR BULKHEAD EXT. SEE DWG S6 & S9		
EL55.00' EL60.00'	RIGID INCLUSION TIP EL.											
EL65.00'	(T.B.D. BY OTHERS)			RIGID INCI	LUSIONS (TYP)					SHEET PILE TIP EL61.C	<u>NZ19</u> 00'	
EL70.00'			RIGIE Ø (T.B.D.	D INCLUSION DIAMETER . BY OTHERS)		RIGIE C\((T.B.D.	D INCLUSION C SPACING . BY OTHERS)	-				
EL75.00'	DIM				(T.B.D. BY OTHERS)			DIM.				
EL80.00'	(T.B.D. BY OTHERS)							(T.B.D. BY OTI	HERS	KING PILE P TIP EL80.0	<u>PNZ54</u> 00'	
LL85.00' EL90.00'											~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
EL95.00'												BATTER PILF
							CECTION V	<u>NOTE:</u> WICK DRAINS OMITTI	ED IN			TIP EL110.00'
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	NOTES											APMT PHASE IV YARD EXPANSION
1. SEE DRAWING G	3 FOR PROJECT GENERAL NOTES. G9 THRU G11 FOR SLIP FILL HAULAGE ROAD AN	ID MISC. SITE WORK PLANS.									PORT SERVICES 110	<u>GROUND MODIFICATION AREA @ BULKHEAD EXT.</u>
3. THE GROUND MO REFER TO SPEC	UDIFICATION AREA WILL INCLUDE RIGID INCLUSION IFICATIONS NUMBERED 02220 AND 02230.	NS AND A LOAD TRANSFER F	'LATFORM.							THIS DOCUMEN TECHNOLOGY O	T IS THE PROPERTY OF APTIM. IT MAY CONTAIN INFORMATION DESCH OWNED BY APTIM AND DEEMED TO BE COMMERCIALLY SENSITIVE. IT I	RIBING s to be
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IFICATION AREA/LOAD TRANSFER PLATFORM-(LTP)	75'-0" 2'-3" FACE OF PNZ54 KING PILE	BULKHEAD EXT. PILE CAP SEE DWG S11 & S12
FILL EXISTING SLIP	(LTP)	EL 13.96° @ BULKHEAD EXT.
WITH CLEAN SAND (SEE SPECS)	BETWEEN SURCHARGE TOE & BULKHEAD EXTENSION	$\frac{\sum EL(-)0.41'}{= NAVD88}$
		PRESTRESSED CONCRETE PILE
		APPROXIMATE MUDLINE
		NEW PNZ54/NZ19 COMBINATION (WALL 2)
		SEE DWG S6 & S9
NS (TYP)	RIGID INCLUSION C\C SPACING (T.B.D. BY OTHERS)	SHEET PILE NZ19 TIP EL61.00'
LUSION QUANTITY, SIZE & SPACING (T.B.D. BY OTHERS)	DIM. (T.B.D. BY OTHERS	KING PILE PNZ54 TIP_FL = 80.00'
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417B-S2 MAIN WHARF PILE PLAN & DETAILS / ORE TERMINAL PROJECT (1952)

REFERENCE DRAWINGS

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RSG

04/05/24

DATE

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417B-S14 NORTH BARGE WHARF PILE PLAN & ELEVATION / ORE TERMINAL PROJECT (1952)

REFERENCE DRAWINGS (CONTIUNED)



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OR: ALABAMA PORT AUTHORITY

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PORT OF MOBILE ALABAMA PORT AUTHORITY

APMT Phase IV Pre-Bid Meeting May 7, 2024

APTIM

Location

The site is located on the west side of the Mobile River north of the APM container terminal .





Prior Use

Mobile River Terminal – Coke and Iron Ore Handling Facility Demolished in 2011-2012





Current Conditions





Site Areas





On-Site Material Stockpiles

The stockpile running east to west (Area A) along the south side of Phase IV West is not suitable for use as fill; however, it can be used for surcharge in Area C during the construction of Phase IV East.





On-Site Material Stockpiles

The material running north and south (Area B) along the east side of Phase IV West is suitable for use as backfill and fill for raising the site to the desired subgrade elevation.





Environmental Sampling

There are six areas that will require sampling for environmental purposes, and they must be cleared within four weeks of mobilization to allow access.





Traffic – Site Access





Traffic – Site Access

On occasion, truck traffic going into the APM terminal is backed up onto I-10.

















Traffic – Fill Storage Location





Traffic – Fill Storage Location











Earthwork – Phase IV West

Cut Area A – 144,772 yd³

- Will be cut to EL +10.0 and then moved to the Baker Street storage area.
- It will be retrieved and used as a surcharge load for Area C during construction of Phase IV East.
- It will be removed from the site following the end of the surcharge period and disposed of.

Schedule of Prices, Item 8:

DESC	RIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
8	Cut Area <u>A</u>	144,772	C.Y.	/C.Y.	



Earthwork – Phase IV West

Cut Area B – 132,816 yd³

- This area will be cut to EL +10.0.
- 53,938 yd³ will be used to fill Phase IV West to the desired subgrade elevation.
- The remaining 78,878 yd³ will be moved to the storage area at the Baker Street location and kept segregated from the Cut Area A material.

Schedule of Prices, Items 8A and 9:

DESC	RIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
8A	Cut Area <u>B</u>	132,816	C.Y.	/C.Y.	
9	Yard Fill Area <u>A and B</u> (Existing Material)	53,938	C.Y.	/C.Y.	



Earthwork - Phase IV West

Since Phase IV West will be completed in advance of Phase IV East, with a difference in elevation of up to 6 feet, the east side slope must be protected as shown in the drawings to prevent erosion and problems with stability.





Earthwork – Phase IV East

Fill Area C – 623,761 yd³

- Area C fill up to EL +15.0.
 - <u>Truck delivery</u>. Material may be brought on site by trucks using a ramp on the west side of the Phase IV West site, dumped directly into west end of Area C, and then spread as outlined in the specifications.
 - <u>Barge delivery</u>. Material may be brought in by barge on the east side of the bulkhead wall, pumped to the west end of Area C, and then spread as outlined in the specifications. Alternately, the material may be spread directly into Area C from the barge.

Schedule of Prices, Item 35:

DESC	RIPTION	ESTIMATED UNIT OF QTY MEASURE			
35	Fill AreaC	623,761	C.Y.	/C.Y.	



Phase IV East – Alternative Bid

The contractor will be responsible for obtaining, hauling, and spreading the fill material in Area C. As an alternative bid item, the owner may supply additional required fill material by barge and the contractor would be responsible for removing the material from the barge and spreading it in Area C.

From the Schedule of Prices:

DESCRIPTION		ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
69	All remaining items necessary for a complete job installation	Lump Sum	<u>L.S</u> .		
70	Demobilization	Lump Sum	L.S.		
	TOTAL PROJECT BID				

35A	Alternate bid item for owner supplied slip fill received in barges and offloaded by contractor into slip	623,761	СҮ	/C.Y.	
	TOTAL ALTERNATE PROJECT BID				



Earthwork – Phase IV East

Surcharge – 164,893 yd³

- Can use the 144,772 yd³ from Area A that is stored at Baker Street.
- Additional material required can be any type of soil available, inclusive of the material stored at Baker Street from Cut Area B.

Schedule of Prices, Item 36:

		ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE, \$	VALUE, \$
36	Surcharge	164,893	C.Y.	/C.Y.	



Earthwork – Phase IV East

Cut and removal Area C – 177,424 yd³

- Following the consolidation settlement period, the surcharge load will be cut to EL +10.0.
- The cut material is to be disposed of off site.
- Fill Area C to bottom of soil cement
 - An additional 43,834yd³ will be required to raise the grade from EL +10.0 to the bottom of the soil cement. Material stored at Baker Street from Cut Area B can be used for this purpose.

Schedule of Prices, Items 37 and 38:

37	Cut and Removal Area <u>C</u>	177,424	C.Y.	/C.Y.	
38	Fill AreaC to bottom of soil cement	43,834	C.Y.	/C.Y.	


Ground Modification

- The area adjacent to the bulkhead cannot be surcharged and therefore the pavements will rest on a load transfer platform (LTP) supported on rigid inclusions (RI).
- The final design of the RI and LTP will be the responsibility of the contractor.
- Menard, a specialty contractor, has done a preliminary design for budget purposes and a representative is here to discuss any questions about the methodology.



RCC

There will be two mobilizations. Following the paving of Phase IV West, the Area C fill and surcharge period could last well over one year.



RCC Batch Plant

The designated site for a concrete batch plant is located approximately ¾ mile to the south at the McDuffie Coal Terminal.





RCC Batch Plant





Drainage

The existing drainage pipe along Virginia Street, which outfalls to the river, must remain active.

- Pump-around may be required:
 - During the period when the pipe is extended through the bulkhead.
 - During the period when the new manhole is installed in Virginia Street on the west side of the segmental retaining wall.
 - During the period when a section of the existing piping is removed and replaced.

During construction of Phase IV West, a temporary drainage line will be established to the north of the site. This will require cutting some of the tiebacks on the sheet pile wall along the north side of Area C.



Segmental Retaining Wall

The perimeter lighting and associated bollards are within 10 feet of the segmented retaining wall. Foundations must be installed during the construction of the wall as drilling through the geogrid layers will not be permitted.





Bulkhead Wall

- The bulkhead wall and associated piling shall be completed within 460 days of NTP.
- Once the wall is constructed:
 - Keep the subgrade elevation behind the bulkhead at EL 8.0
 - Keep the area against the inside of the bulkhead cleared to allow for drainage. Keep the water level in Area C below EL 5.0 to prevent excessive hydrostatic stress on the wall.
- There are additional connectors added to the wall for coffer dams if needed (see drawings S10-S-11, & S-15).



Any further questions?

Thank you for your time.





Contractor (Ducinocal Nama

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Alabama State Port Authority Pre-Bid Meeting Attendance Sheet

Address 1

Project Name APMT Phase IV Yard Expansion 05.07.2024

Project # 11261 Task# 01

City State 7in

contractor (business) wante	Muuress 1	Muuless k	city, state hip	
Rollcon	\$611 Derrihaten RD		Howston, 7	TX. 7706
Contact Name	e-mail address		Telephone	Telephone
Jeremiuh Grespo	JCrespo @ rollcon 11	c.com	469.987.6071	
Signature	Signature	Signature	Signature	
Jonul Cropo	Addama 4	Address 3	riku Centa 7in	
Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Thompson Engineering	3707 Cottage Hill Rd		Mobile AL	36609
Contact Name	e-mail address		Telephone	Telephone
Michael Davis	midavis@ thomps	ionengineering -com	251-259-2925	
Signature	Signature	Signature	Signature	
MADIN				

Addrose 2

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Cooper Marine Inc				
Contact Name	e-mail address		Telephone	Telephone
Richard Pidum	richard. Diok	ins C cooper -marin.	com	251-366-83
Signature	Signature	Signature	Signature	
Alto				
76				
Contractor (Business) Name	Address 1	Address 2	City, State Zip	
	I THE I TO A		D /	AL 20207

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Salia Construction longer	or 4400 Lewisbu	rg Road	Birminghou	, AL 35207
Contact Name	e-mail address		Telephone	Telephone
Austin Man	custin. me	onke sqiiq. com	205-876-3560	
Signature	Signature	Signature	Signature	
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Alabama State Port Authority Pre-Bid Meeting Attendance Sheet

Project Name APMT Phase IV Yard Expansion Date: 05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Rollion LLC	8611 Derivitor Rd		Harseon, Ti	x 7864
Contact Name	e-mail address		Telephone	Telephone
Tim Maune	tmaune@	rollconllc.com	713-375-2324	832-906-950
Signature	Signature	Signature	Signature	
pr				

Contractor (Business) Name	Address 1	Address 2	City, State Zi	p
Keller North america	7989 Chermwood Loop		Kiewa	10 80117
Contact Name	e-mail address		Telephone	Telephone
Alexander Kramer	ahlisgmer@kelle	r-na .com	443-832-7	020
Signature	Signature	Signature	Signature	
an n				

Contractor (Business) Name	Address 1	Address 2		City, State Zip	Sur sur all series
Contech Control Service	: 5859 HWY 43 South			Satsumo	I, AL
Contact Name	e-mail address		Tel	ephone	Telephone
Ruan Goble	ryan.goble@conte	chnet.com	60	1 514 982	19
Signature	Signature	Signature	Instate and the second	Signature	
Ryan Del					

Contractor (Business) Name	Address 1	Address 2	City, State Zip	and the second second
554L	4591 Cypress BL	isinese Park P	Mobile	AL
Contact Name	e-mail address		Telephone	Telephone
Matt Proples	matthewa	cilcontractors.com	251-661-5	7924
Signature	Signature	Signature	Signature	
Mut Span				



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Alabama State Port Authority Pre-Bid Meeting Attendance Sheet

Project Name APMT Phase IV Yard Expansion 05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip
H.D. Gleaver & Sons /2	× 7450 Howens Pere	no Merce AL 366	& Moore AL 36618
Contact Name	e-mail address	Te	lephone Telephone
Ken Danaque	KDONOGHUER HOS	EANEAVER. COM 2	51.348.3024
Signature	Signature	Signature	Signature
CZ	-		

Contractor (Business) Name	ss) Name , Address 1		Address 2		City, State Zip	
KELLER (Riged Incl. /Wi	(15) 2 Pe	runder Park 5, 229E			Brungh	cm AL 35243
Contact Name		e-mail address		Tel	ephone U	Telephone
William Wright		WHWRIGHTCKEL	LER-NA. com	20	5734160	3
Signature	Signatu	ire	Signature		Signature	
any						

Telenhone	
relepitone	Telephone
Signature	
	Signature

Contractor (Business) Name	Addres	s1	Address 2		City, State Zip	
Contact Name		e-mail address		Tel	ephone	Telephone
Signature	Signate	ure	Signature		Signature	



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Plesons Services Corp 4474 Hails Mill Rol Contact Name e-mail address	Mabile, AL 36693 Telephone Telephone	
Contact Name e-mail address	Telephone Telephone	1024 3
Tank Carl	11 1 22 12 251 (12 DI	
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1 00 00		
Contractor (Business) Name Address 1 Address 2	City, State Zip	
Constant McElbenney 3835 Gordon John Dome	Mobile, AL 36693	
Contact Name e-mail address	Telephone Telephone	No. of Contract
Drew Windham frew @mcelhennoyconst. com		
Signature Signature Signature	Signature	- <u>N</u> -
Indres		

Contractor (Business) Name	Address 1	Address 2		City, State Zip	
MCELLenney Const.				-	AL
Contact Name	e-mail add	3	Tele	phone	Telephone
Jennings clayton	jenni	jenningsamcelhenneyconst.com		251-654-8579	
Signature	Signature	Signature		Signature	The sector of the sector
SACLOYTON					

Contractor (Business) Name	Address 1	Address 2		City, State Zip	
Contact Name	e-mail address		Tele	phone	Telephone
Joe Tridico	j.	tridicopo Jafields.com	n 98	5-900-6	209
Signature	Signature	Signature		Signature	



Project Name APMT Phase IV Yard Expansion 05.07.2024

Contractor (Business) Name	Addre	ss 1	Address 2	The survey of the	City, State Zip	
45 Canstruction	1023	50-1 Sand Ridge Rd			Churchila,	AL 36521
Contact Name	Contage Internet Parts	e-mail address		Tel	ephone	Telephone
JOHN BLAUKMON		John Blackmonp 4-SC	as, com	29	51-648-43	24
Signature	Signat	ure	Signature		Signature	
NA						

Contractor (Business) Name	Address 1		Address 2	City, State Zip		
Pette Companies, Inc	POR	04 612, 1016 FLACK AVE			Alliance NE	E 69301
Contact Name	New The	e-mail address		Tel	ephone	Telephone
Cindy Schoeneman		Mainoffice @ Peltzi	co. com	30	8.762.1768	
Signature	Signatu	ire	Signature		Signature	
(Indy Shoeneman						

Contractor (Business) Name	Address 1	Address 2	City, State Zip
Kiewit Infashing South (2.	430 D.Vided D-		Prehere Liy bus 30269
Contact Name	e-mail address		Telephone Telephone
John Zelenka	John Zelenka OK	ewit. (om	904-894 -6879
Signature	Signature	Signature	Signature
- OV			

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
ORION	4440 Huy 205	Suite 180	Deer Park	1, 1x 77536
Contact Name	e-mail address		Telephone	Telephone
Robert Lynn	Mynne onun	narine STOUP, Cam	7138526500	337912-8588
Signature	Signature / /	Signature	Signature	
tug I	Wahn			
	Hank van Zuthen	(Orion)		
	11	~ /		



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Russell Marine UC			Cleaned vi	ew TX
Contact Name	e-mail address		Telephone	Telephone
Tucker Clark	Tucker Clark @russell,	Marinelle, Com	832-920-172	8
Signature	Signature	Signature	Signature	

Contractor (Business)	Name	Address 1	Address 2	City, State Zip	
Thompson	Engineering			Mobile	AL 36609
Contact Name	CALL STREET	e-mail address		Telephone	Telephone
Garrett	Fancher	gfanchingt	hompsonenginering, com	337-203-600	7
Signature		Signature	Signature	Signature	

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
AG Peltz Group, CLC				
Contact Name	e-mail address		Telephone	Telephone
Chris Carwie	CCarwie 6 2910	Itz.com	205-335-05	19
Signature	Signature	Signature	Signature	
Chm ann				

Contractor (Business) Name	Address 1	Address 2	City, State	e Zip
Vulcan Malerials	Mobile			
Contact Name	e-mail address		Telephone	Telephone
Morris Kina	Ki	19 MOVMC mail.com	251-58	3-9690
Signature /	Signature	Signature	Signature	
Mike Henderson (M	usco) Ostialoosa,I	A mike henderson @ M Page 12 of 12	NULSCO.COM 86	5-895-0792



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip	echican diswer die webbie e
Jordan Pile Driving	321 N Water St		Mobile, 6	42
Contact Name	e-mail address		Telephone	Telephone
Charles Erneut III	Cernest Qjordang	group. com	251-259-7454	
Signature	Signature	Signature	Signature	and the second second
Chorden J. Geltte II				

Contractor (Business) Name	Address 1	Address 2		City, State Zip	
JERDAN PILE DRIVINGENC.	301-N. Water St				
Contact Name	e-mail address		Tele	phone	Telephone
Curtis Tohnson	Cjohnson@jord	langroup.com	Zł	51-433-6969	
Signature	Signature	Signature		Signature	
autoRformer					

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Terracon	(0215 Renseline Ed		Mobile.	+1 36582
Contact Name	e-mail address	and the second second second second	Telephone	Telephone
Heather Lind	heather. Lind	@terraion.com	251510,563	5
Signature	Signature	Signature	Signature	
Cheatry Rue	2			

Address 1	Address 2	City, State Zip	
5964 Governe	nt st	36606 A	1
e-mail address		Telephone	Telephone
DHEnsley	@PHCONST. COM	251-433-6711	251-518-9082
Signature	Signature	Signature	the first states
	Address 1 5964 Governe e-mail address DHensley Signature	Address 1 Address 2 S964 Governent st e-mail address DHensley @PHconst.com Signature	Address 1 Address 2 City, State Zip S964 Governent st 36606 A e-mail address Telephone DHensley @PHconst.com 251-433-6910 Signature Signature



Project Name APMT Phase IV Yard Expansion 05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Cain Constructors	15635 Airlinie Huse		Boton Ro	uce, Le 10817
Contact Name	e-mail address		Telephone	Telephone
Tom Wolsdorf	tom, walsdorfe	ajunusa.om	225-153-5857	
Signature	Signature	Signature	Signature	NAME AND A DESCRIPTION OF
af				

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
Margan Cora	1800 East Mains	toot	Duncar	SC 29334
Contact Name	e-mail address		Telephone	Telephone
Fares Abdo	Fabdo @moro	an - corp. com	225.370-88	83 864-435-8800
Signature	Signature) Signature	Signature	
Tone ARDON				

Contractor (Business) Name	Address 1	Address 2	City, State Zip
Steve Haves	BZA Elmwood Park B	stud Suite 235	New Orleans, LA
Contact Name	e-mail address		Telephone Telephone
Massman Construction Co	shayes 2 m	assman.net	225.892.2025
Signature	Signature	Signature	Signature
Stuffon	Home office 4000 V	al 10975 Street Suite 3 and Pork KS 66211	913-291-2600

Contractor (Business) Name	Addres	is 1	Address 2		City, State Zip	
Contact Name		e-mail address		Tel	ephone	Telephone
Signature	Signat	ure	Signature		Signature	



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Project # 11261 Task# 01

City State 7in

Contractor (Business) Name	Address 1		Address z		city, state Lip	the second state of the second state of the
PtH Apristoction	2459 Gove	rament. St			Mobile, A	L 36606
Contact Name	e-mail add	Iress		Tele	phone	Telephone
Chris Hensley	Chens	leve phoons	t, com	25	1-433-671	6
Signature	Signature		Signature		Signature	
Chris Hersty						
Contractor (Business) Name	Address 1		Address 2		City, State Zip	
Robit J Bagalt Inc.	759 Hold	owhere Ave			mobile, A	2 3101006
Contact Name	e-mail add	dress		Tele	phone	Telephone
loey Dicks	JUEY	Rypaget	, com	25	51-473-32.91	0
Signature	Signature	1 00	Signature		Signature	
22						

and discourse

	mouress a	Address 2	City, State 2	Cip
TENSAR CORPORTION/CMC			Fairh	en AL 36532
Contact Name	e-mail address		Telephone	Telephone
Rob Adamson	robert, adamso	r C Cmc. com	251-709-9	418
Signature	Signature	Signature	Signature	

Contractor (Business) Name	Addres	s 1	Address 2		City, State Zip	
Contact Name		e-mail address		Tele	phone	Telephone
Signature	Signat	ure	Signature		Signature	
						2



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip	on all was serviced and a service of the
Bo-Mac Contractors	19500 Helenbirg Rd.		Covington	, LA 70433
Contact Name	e-mail address		Telephone	Telephone
Collin Ross	Collin. ross @ bo-	mac. con	504.578-0	003
Signature	Signature	Signature	Signature	
Callin Kan				

Contractor (Business) Name	Address 1		Address 2	City, State Zip	
KIEWIT					
Contact Name		e-mail address		Telephone	Telephone
CHRIS MASSMANN		christopher.m	assmanne kiewit.com	813.477.	5263
Signature	Signature		Signature	Signature	
1 HIAN			2		
- Avert					

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
WEEKS MARINE				
Contact Name	e-mail address		Telephone	Telephone
GARY FAMIER	alengles	D, WEEKSMARWE. COM		
Signature	Signature	Signature	Signature	
m				
-				
Contractor (Business) Name Address 1		Address 2		
Keller	515 Nine North	Court	Alphenet	H.GA 30340
Contact Name	e-mail address		Telephone	Telephone
Authour Sak	asak 10 ke	Mar-na, con	770-442-18	01
Signature Signature		Signature	Signature	
Dim MI				
of lught				
- //				



Contractor (Rusinger) Name

Alabama State Port Authority Pre-Bid Meeting Attendance Sheet

Address 1

Project Name APMT Phase IV Yard Expansion Date: 05.07.2024

Project # 11261 Task# 01

City, State Zip

STORE STORE	e-mail address		Tele	phone	Telephone
	MMOONEy (QMenardusa.com			
Signat	ture	Signature		Signature	
Address 1		Address 2		City, State Zip	
	e-mail address		Tele	ephone	Telephone
Signa	ture	Signature		Signature	
	Addre	e-mail address MMOONCY (Signature Address 1 e-mail address Signature	e-mail address <u>MMOONCY @MCAARd VSA.com</u> Signature Address 1 e-mail address e-mail address Signature Signature Signature	e-mail address Tele MMOONCY @MCAARd VSACom Signature Address 1 Address 2 e-mail address Tele Signature Tele Signature Signature Signature	e-mail address Telephone e-mail address Telephone MMOONCY@MCNArdVSA.Com Signature Signature Signature Address 1 Address 2 e-mail address City, State Zip e-mail address Telephone Signature Signature

Address 2

Addres	51	Address 2		City, State Zip	
	e-mail address		Tel	ephone	Telephone
Signatu	ire	Signature		Signature	
	Signatu	e-mail address Signature	e-mail address Signature Signature Signature	e-mail address Tel	e-mail address Telephone Signature Signature Signature

Contractor (Business) Name	Addres	s1	Address 2		City, State Zip	
Contact Name		e-mail address		Те	lephone	Telephone
Signature	Signatu	ire	Signature		Signature	



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Contractor (Business) Name	Address 1	Address 2	City, State Zip	The second second second
Ragmar Ranson Const.	833 Featherston		Rockford	IL 6/107
Contact Name	e-mail address		felephone	Telephone
JEA Hank	Jeff. Hunaka william	mcharles.com		815-218 9643
Signature	Signature	Signature	Signature	
Durale				

Contractor (Business) Name	Addres	is 1	Address 2		City, State Zip	
Recover Benson	833	Featherstenc			Rockford	IL 61107
Contact Name		e-mail address		Tele	phone	Telephone
Garatt Stearns		garrett. stearns @	e william charles.com	815	-312-7791	
Signature	Signati	ure	Signature		Signature	
Anth						

Contractor (Business) Name	Address 1	Address 2	City, State Zip	No se
RAGNAR BENSON CONST	833 FEATLERSTONE		ROCHAFORD I	L. 61107
Contact Name	e-mail address		Telephone	Telephone
CHRIS SWANSON	CHRK. SWAKONC	willimchalles, com	815-509-374.	5
Signature	Signature	Signature	Signature	and where the survey
Chrie Sum				

Contractor (Business) Name	Address 1	Address 2	City, State Zip
B. J. Breek	759 Holimbe Ave		Mobile pl 34608
Contact Name	e-mail address		Telephone Telephone
Pequ Bassett	benu & vis	agget. an	151-751-82W
Signature	Signature	Signature	Signature
\sum			



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Alabama State Port Authority Pre-Bid Meeting Attendance Sheet

Project Name APMT Phase IV Yard Expansion 05.07.2024

Contractor (Business) Name	Addre	ss 1	Address 2	Contract - Standards	City, State Zip	
G.A. WEST & COMPANY			15			
Contact Name		e-mail address		Tele	ephone	Telephone
David Rhames		david. rhamese gav	vest. com	25	1-533-8261	
Signature	Signat	ure	Signature		Signature	
David Rhames						

Address 1	Address 2		City, State Zip	Real Close System
e-mail address		Tel	ephone	Telephone
GCOWL	ESECMG-A.Com	25	77510442	
Signature	Signature	and the state of the	Signature	CONCERNMENTS OF
	Address 1 e-mail address GCOWC	Address 1 Address 2 e-mail address GCOWLES @CMG-A.COM Signature Signature	Address 1 Address 2 e-mail address Tel GCOWCES @CMG-A.COM ZS Signature Signature	Address 1 Address 2 City, State Zip e-mail address Telephone GCOWCES @CMG-A.COM Signature Signature

Contractor (Business) Name	Address 1	Address 2		City, State Zip	
G.A. West	e-mail address		Tel	ephone	Telephone
Byon Gilliver	ryan gillivar Pagn	est.com	25	51-259-6464	
Signature	Signature	Signature		Signature	
By illo					

Contractor (Business) Name	Address 1	Address 2	City, State Zip
Color Breette			mobile HL
Contact Name	e-mail address		Telephone Telephone
1) > BASSCH INC	Robbyoilbaga	HICOM	251463-7483
Signature	Signature	Signature	Signature
Rall Bayyet			



Project Name	APMT Phase IV Yard Expansion
Date:	05.07.2024

Contractor (Business) Name	Address 1	Address 2	4. 小人的 田東 拉马	City, State Zip	
BOH BROS CONSTRUCTION	730 S. TOUTI ST			NEW THE	ANS, LA 70/19
Contact Name	e-mail address		Tel	ephone	Telephone
GRANT CLOSSON	GUDSSON@B	OH BROS. COM	50	4827.7626	
Signature	Signature	Signature	- the set	Signature	
Ash					

Contractor (Business) Name	Address 1	Address 2		City, State Zip	
Contact Name	e-mail address		Tele	phone	Telephone
The mas Mathews	thomas, Mothewse	D.ga west, com	25	51-387-77	75
Signature	Signature	Signature		Signature	
yna					

Contractor (Business), Name	Address 1	Address 2		City, State Zip		
(Koberdy	o mail addrose		Telepho	one	Telephone	
Greve Munison	Steven @ CRobe	idsac. com				
Signature	Signature	Signature	Si	ignature		
yu						

Contractor (Business) Name	Address 1	Address 2	City, State Zip	
AM- TECH	ALABAMA SHIPLARD			
Contact Name	e-mail address		Telephone	Telephone
TASMOS BOYNTON	TBOZNITONDAM	ERICAN MTTECH. COM	J13-295- PG	2
Signature	Signature	Signature	Signature	
K				94
L.DID				