

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: American Marine Technical Solutions, LLC

Project Name: MFRD Boat Lift & Dock Improvements

Project Number: FD-040-23

Amount: \$326,595.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **MFRD Boat Lift & Dock Improvements**

CAPITAL PROJECT #: **C0851 (20002000-48010)**

CONTRACT AMOUNT: **\$326,595.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **FD-040-23**

PROJECT DESCRIPTION: The fund will be used to purchase the needed items to provide the new Mobile Fire-Rescue Department fire boat with dock space to include a boat lift (1500 15th Street).

VENDOR NAME: **American Marine Technical Solutions, LLC**

VENDOR NUMBER: **298625**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL ENGINEERING**

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT** (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X N** ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: **Emma Dean** – Office Assistant I Date: **10/31/2023**

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")



This Agreement made and entered into this _____.

BETWEEN the **Owner:** CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Contractor:** American Marine Technical Solutions, LLC
660 Dunlap Drive
Mobile, Alabama 36602

City Business License No.: 117967

Secretary of State Registration No.: 000-867-746

For the following **Project:** MFRD Boat Lift & Dock Improvements
U.S. Coast Guard Sector Mobile
1500 15th Street
Mobile, Alabama 36615

Project Number: FD-040-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit 1" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents dated June 28, 2023, that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Three Hundred Twenty-Six Thousand, Five Hundred Ninety-Five and 00/100 Dollars (\$326,595.00), which includes a Contingency Allowance of Ten Thousand and 00/100 Dollars (\$10,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within **Ninety (90)** calendar days from the date of the written Notice to Proceed.

- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor as liquidated damages, and not as a penalty, for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. Contractor's maximum liability for liquidated damages shall be limited to five percent (5%) of the contract amount.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured to the extent of the indemnity obligations assumed herein***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

- 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of

America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

3. United States Longshoreman's Harbor Worker's Act

4. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

B. Comprehensive General Liability Insurance and Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$2,000,000 Aggregate on a "Per Project" Basis.
3. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.
4. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Builder's Risk Coverage (Property Insurance):

The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent

policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.
4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
5. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile to the extent of the indemnity obligations assumed herein.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured to the extent of the indemnity obligations assumed herein.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances to the extent of the indemnity obligations assumed herein are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates shall provide that such insurance shall not be subject to cancellation, without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - Within ten (10) calendar days from date of Contract execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be cancelled unless City shall have been given written notice of such cancellation delivered to City not less than thirty (30) days before the effective date of such cancellation.

3.7 In the event of any breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses (including without limitation, settlement costs and any reasonable legal expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Contractor's performance under this Agreement, including but not limited to direct indemnity for any claim of City against Contractor, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this Agreement.

3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Owner shall pay Contractor's invoices within thirty (30) days of receipt of an approved invoice. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order. All retainage shall be released to Contractor no later than thirty (30) days after accepted completion of Work and Proof of Advertisement of Completion has been submitted to owner in accordance with Section 3.17.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that American Marine Technical Solutions, LLC has completed the contract for MFRD Boat Lift and Dock Improvements, FD-040-23, 1500 15th Street, Mobile, Alabama 33315. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been or will be paid in full in accordance with applicable terms.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Proposal (RFP) documents, Exhibit "1" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Request for Proposal documents, dated June 28, 2023, as prepared by the City of Mobile Architectural Engineering Department;
3. Addendum No. 1, dated 7/12/2023, and Addendum No. 2, dated 7/18/2023; and Addendum No. 3, dated 7/18/2023;
4. E-Verify Documentation;
5. Subcontracting and Major Supplier Plan; and
6. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:

CONTRACTOR: American Marine Technical Solutions, LLC



By Signature

Tom Boynton, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared
Tom Boynton as President of American Marine Technical Solutions, LLC and after being duly sworn,
did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act
of said corporation on the day the same bears date.
Sworn to and subscribed for me this 30 day of October, 2023.

Blanca A. Wakeland
NOTARY PUBLIC
My Commission Expires: 1-7-26

BLANCA A. WAKELAND
Notary Public, Alabama State At Large
My Commission Expires Jan 7, 2026

**EXHIBIT 1 – SCOPE OF WORK
MFRD BOAT LIFT & DOCK IMPROVEMENTS
FD-040-23**

June 28, 2023

Basic Services:

General Requirements

- Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615.
- Contractor shall provide drawings and plans, signed and sealed by an engineer residing and working in the state of Alabama.
- Engineer shall be licensed to do business in the state of Alabama.
- Contractor shall verify all pile capacities.
- All pilings to be 2.5 C.C.A. pressure treated wood.
- All structural members to be 6061-T6 aluminum.
- The cradle type lift shall have an aluminum frame and bunks designed for use around salty and brackish water.
- Drive pilings to support minimum lift capacity of 40,000 lbs. to provided boat lift.
- Contractor to provide and install lift to pilings.
- The boat lift and pilings shall be next to but not attached to an existing pier and slip at this location.
- Lift shall be able to be activated by a fixed button location as well as a remote control. Boat lift shall be provided with 4 remotes.
- Contractor to provide and install all wiring and controls.
- Contractor to run electrical supply line to power source and to make connections.
- Contractor shall test lift once electrical connections are made.
- Contractor will be required to lift actual boat prior to acceptance.
- Contractor to install stern walkway and access catwalk that ties into the existing boat dock. Decking to be injection molded polypropylene with UV protection.
- Boat lift will be located at the U. S. Coast Guard base in Mobile located at 1500 15th Street, Brookley Complex, Mobile, Alabama. As this is a Federal installation, Contractors will need to go to the main gate, provide identification, and then will be escorted to the location.
- Contractors will need to provide appropriate insurance documents to meet the requirements for working on the waterfront.
- **BID ALTERNATE NO.1:** This shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.



CITY OF MOBILE
REQUEST FOR PROPOSAL (RFP)

June 28, 2023

The City of Mobile will receive quotes for the following Project:

Project Name: MFRD BOAT LIFT & DOCK IMPROVEMENTS

**Project Location: U.S. COAST GUARD SECTOR MOBILE
1500 15TH STREET
MOBILE, AL 36615**

Project Number: FD-040-23

The City of Mobile will receive sealed bids from licensed and qualified contractors capable of performing construction and installation of a new boat lift and boat dock improvements to include all equipment, materials, labor, and supervision. Bids will be received in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 until **Wednesday, July 19, 2023, not later than 2:00 PM local time**. The same will be publicly opened and read at 2:30 PM local time in the Atrium Lobby of Government Plaza.

This is a tax-exempt project. Quotes shall NOT include any applicable sales and use taxes.

Scope of Work:**BASE BID:**

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615, as specified in the Scope of Work – MFRD Boat Lift & Dock Improvements, dated June 28, 2023 (attached as Exhibit 1).

ALTERNATE NO.1

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.

Pre-Bid Conference:

A **mandatory** pre-bid conference shall be held on **Monday, July 10, 2023 at 10:00am**, commencing at the main gate at **U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615**. Contractors are required to have a representative present and sign-in in order to qualify to submit a Bid. Contractor shall view and verify all existing conditions during the pre-bid conference. No additional site visits are scheduled at this time.

The pre-bid conference will start in the parking lot outside the main gate. We will then work our way through the security checkpoint. As this is a Federal installation, Contractors will need to provide identification, and will then be escorted to the project location.

Examination of Documents:

Before submitting a Bid, Contractors should carefully examine this Request for Proposal, visit the site of the Work, including attendance at the Pre-Bid Conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Request for Proposal as necessary to perform the work. The submission of the Bid will be considered as conclusive evidence that the Bidding Company has made such examination.

Term of Agreement:

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for ~~Thirty (30)~~ calendar days from the date of the Notice to Proceed.

NINETY (90)

End

Contractor's Use of Premises:

Coordinate all work with the City of Mobile, Architectural Engineering Department, Capital Improvement Project Manager, or other Architectural Engineering Department authorized representative. All Work shall take place during normal business hours and shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public. For purposes of this provision, normal business hours shall be defined as Monday through Friday, between 7:00 AM and 4:00 PM.

Bid Security (If Bid is greater than \$15,000.00):

A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid bond in the amount of 5% of the Bid Amount, but in no case more than \$10,000, is required to accompany Bid if Total Bid is \$15,000 or more. By submitting a Bid Security, the quoting Company pledges to enter into a Contract with the City of Mobile on the terms stated

in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidding Company refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Quote. The Owner reserves the right to retain the security of all Bidders until the successful Contractor enters into the Contract or until sixty (60) days after Quote opening, whichever is sooner. Power of Attorney is required for all Bonds.

Quality Assurance:

The Contractor shall establish and maintain a system for documenting, monitoring, inspecting, verifying, and testing of the work and that of his subcontractors (if applicable) to ensure that all applicable requirements of the Work are met. The Contractor shall be diligent to ensure that the quality of workmanship is satisfactory, that the installation meets all manufacturer requirements, that dimensional requirements are met, that defective materials are not used, and that all required protection and control procedures are effected.

Hours of Work:

The Owner shall not prohibit Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as any business day between the hours of 7:00 a.m. and 4:00 p.m.

Payments:

The Owner shall pay the Contractor for actual work performed. Payment shall be made in full upon completion of the Work and receipt of all required Closeout Documents.

Termination:

The Owner may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Contract.

Form of Agreement:

The "Standard Contract Agreement between the City of Mobile and Contractor" (attached as Exhibit 2) shall be used.

Submittals

Make and deliver all submittals required by the Owner/Project Manager in a timely manner. Submittals required may include, but are not limited to, post bid submittals, product data, change order proposals, payment requests, affidavits of payment for labor and materials, material samples, mock-ups, proof of advertisement of completion, and punch list.

General:

Requests for information (RFI's) shall be submitted in writing to the Capital Improvement Project Manager no later than three (3) business day prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid Forms. Failure to acknowledge Addenda may result in disqualification of the Bid.

Cleaning

Contractor shall keep premises occupied in a neat condition, and free from unsightly accumulation of rubbish. No boat slips, pathway, or sidewalk shall be completely obstructed during service. Upon completion of the work and before the final written acceptance, the Contractor shall, at his own cost and expense, satisfactorily dispose of or remove from the vicinity of the work all rubbish, unused material, and other equipment belonging to company or

used under his direction during the service period. Failure to do so may result in cleaning, removal, and disposal by the City at the Contractor's expense.

Performance Test

Contractor is responsible for conducting a scheduled "Performance Test" with Project Manager and any designated personnel to demonstrate proper start and functioning of installed boat lift equipment prior to turnover use and final invoice submission before full acceptance by City of Mobile.

Training

Contractor shall provide training for City of Mobile end users, to include Mobile Fire-Rescue Department, City staff, and boat personnel responsible for operating and accessing the equipment.

- Location: Training will be conducted onsite at USCG Sector Mobile City of Mobile Boat Dock, 1500 15th Street, Mobile, Alabama 36615
- Supervisory and boat personnel shall receive detailed instructions of the boat lift setup, operation procedures, recommended routine preventive maintenance, and authorized service provider contact information.
- Training shall be conducted by experienced, knowledgeable personnel, and shall utilize the actual equipment and/or parts supplied with special emphasis on the "features" and routine operational use. Training session shall be coordinated and may take several hours to complete within the specified day.
- Contractor should provide manuals and warranty documentation for all equipment provided in a binder as part of the final transfer of the completed unit to the Project Manager. This binder should contain key vendor contact information and documentation for the entire project with equipment, parts, and repair service information.

Inspection & Work Performance

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the City of Mobile Architectural Engineering Department and Contractor, upon notice from the Project Manager or designee agrees to implement immediate corrective measures.

- A. The Project Manager has authority to point out to Contractor incomplete or defective work but does not have the authority to alter the terms or conditions of the agreement without written authority from the City of Mobile Contracting Administrator and agreed to in writing by Contractor.
- B. Contractor shall, at all times provide adequate supervision of personnel to ensure completed and satisfactory performance of all work in accordance with the specifications in the Scope of Work in addition, the terms of the agreement.

A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

Contact the Project Manager, David M. Cordingly, at the City of Mobile, Architectural Engineering Department, by phone at 251-802-2436 or email david.cordingly@cityofmobile.org for further clarification regarding this Request for Proposal.

Boat Lift & Walkway Specifications

Vessel (for reference)

The vessel to be stored on lift will be a Metal Craft Firestorm 38.
L.O.A. 42' 9" B.O.A. 13' 1"

Electrical power to be completed by electrical contractor for installation of boat lift.

Pilings

Pilings to be 4 OR 8 - 12" 2.5 C.C.A pressure treated wood.

Piling Penetration to be minimum of 10' into stand bottom or 5' into rock strata. Sub- surface conditions can vary greatly. The contractor shall verify all pile capacities.

Lift attachment to Pilings

Lift shall be attached to 12" wood pilings with stainless steel mounting bracket and hardware.

Structure

Structure should be designed for loads associated with an ultimate wind speed of 180 MPH, Exposure "D", risk category I. Structure to be manufactured out of 6061-T6 aluminum with 300 series stainless hardware.

Top Beam Channel (2)

Shall be C10 x 8.64 LB/FT 10H x .526 2.88 W x .437 x 206 OAL
All structural members to be 6061-T6 Aluminum.

Cradle I-Beam (2)

2 Double 10H x .29 6W x .50 216" Long.
All structural members to be 6061-T6 Aluminum.

Bunk Boards

10 x 6 x 25' ~~Carpeted.~~ **SYNTHETIC STRIPS** **LUC**
All structural members to be 6061-T6 Aluminum.

Cable

Cable to 3/8" x 60' 300 series stainless steel.

Cable Spread (Between Cradle Beams)

Cable spread shall be 134".

Guide Posts

Guide posts to be 120" tall.

Bearings

Cable winder bearings to be 2" H.D. extruded 6061-T6 Aluminum. Bearing to have stainless steel grease fittings.

Shaft Drive

Shaft Drive to be 1-15/16" diameter Schedule 80 galvanized pipe.

Cable Winder

Cable winder shall be 3-1/2" diameter schedule 80 aluminum pipe with cable grooves. Shall include stainless steel cable keeper.

Motors/Drive

Lift motors to have 3450 rpm high-speed 1-1/2 HP motors and be able to lift at 9.90" per minute (min.). Drive to be dual worm gear driven with 350:1 ratio making 8,000 inch pounds of torque.

Platform

Stern walkway to be installed in the boat lift 8' wide and 23'- 10" long and an access catwalk 5' wide and 45'-2" long to allow crews to walk around the vessel for maintenance, inspection and cleaning. Decking to be injection molded polypropylene with UV protection.

Additional Information

What is needed for the boat lift?

Capacity

40,000 lbs.

Post Type

4-8 2.5 C.A.A. P.T. wood piling (12" dia. min.)

Cradle, Sling, or Fork type lift?

CRADLE type lift

What does lift need?

Power, Control Box, Remote Control

Any adapters or special framing needed for lift?

No

Any shore serviced needed?

Yes, Electricity (38'-4" to breaker)

Type of access needed?

By Land and Sea

How high out of the water do we need to Lift the boat?

Approximately 2-3 feet above high tide line

Will dock need modifications to reach boat?

No, but additional walkways are wanted for maintenance, inspection, and cleaning.

Dimensions of Location:

Current Pier

See Drawings. Current pilings in place are 12" in diameter. (3'2" Circumference) and stand 7'-0" above top of pier deck.

Depth of Water

At low tide (Lowest point 4'4", Deepest point 6' 11")

Type of Bottom Material

62% Sand, 4% Clay, 24% Dirt, 10% Unknown. (Estimates)

Mean Depth

Mean low tide - 3'

How far will boat be from shore?

Low tide - 20' High tide - 45'6"

Type of dry land for access

Grass / Gravel parking

What we want to happen:

How high to lift boat?

2 feet above high tide on average. (max. keel to be lifted 3' From bottom of lift frame.)

How high for pier access to boat?

2 feet above high tide.

Do we want power and water at this location?

Yes, Power to be run 38'-4" from breaker

Do we want a cover over the lift/boat?

Yes (As a Bid Alternate No.1)

Identify the accessing of the site for construction:

Equipment

Either by barge or through security gate during normal business hours.

Deliveries of items and equipment

Either by barge or through security gate during normal business hours.

Access for persons doing construction

Either by barge or through security gate during normal business hours.



PROJECT
LOCATION



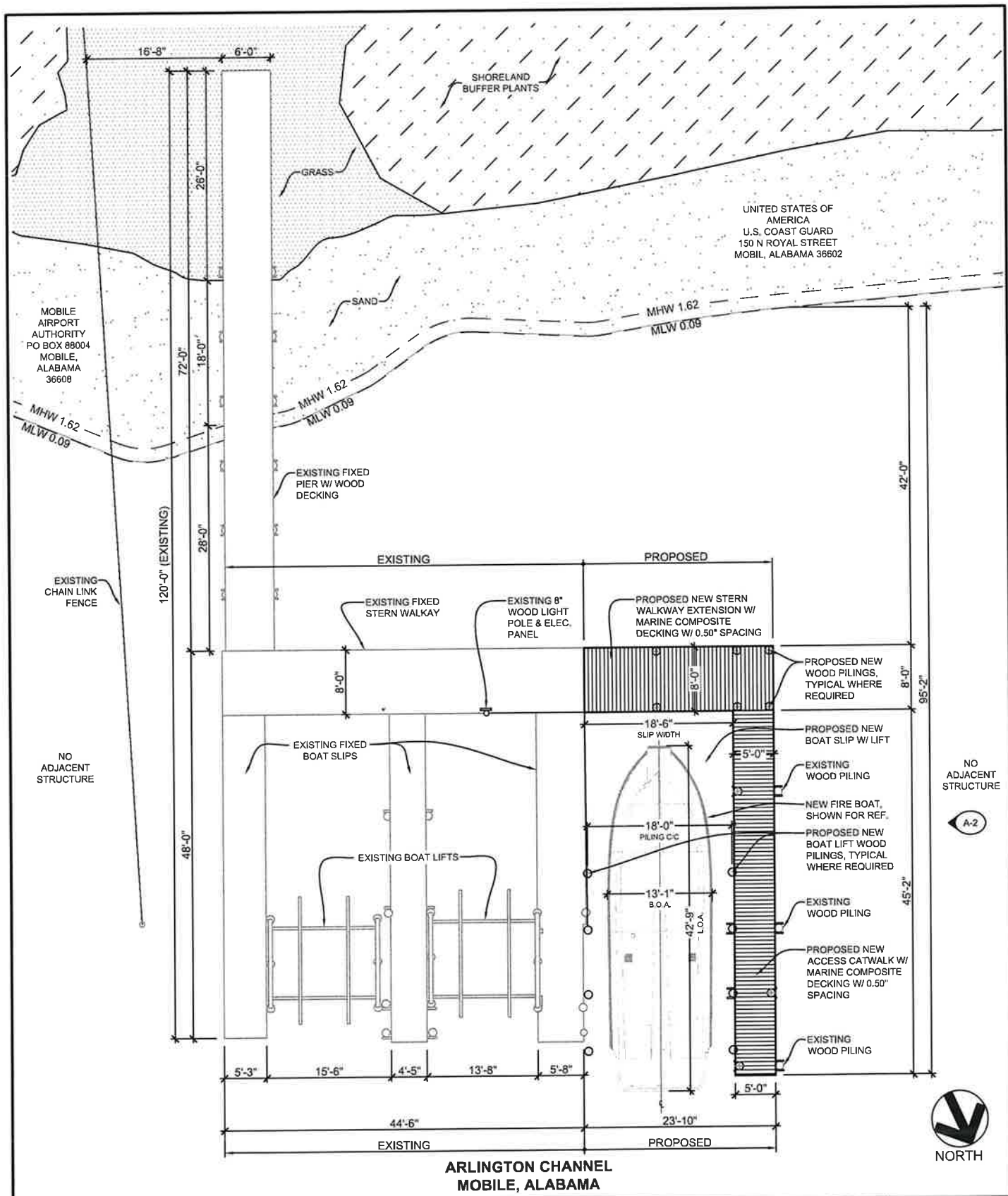
Title: **MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS**

Sheet Title: **VICINITY MAP**

Revised Date:
06/16/2023

Scale:
N.T.S.

Revised Date:
A-1
1 of 3



Title:

**MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS**

Sheet Title:

SECTION & WEST ELEVATION VIEW

Revised Date:

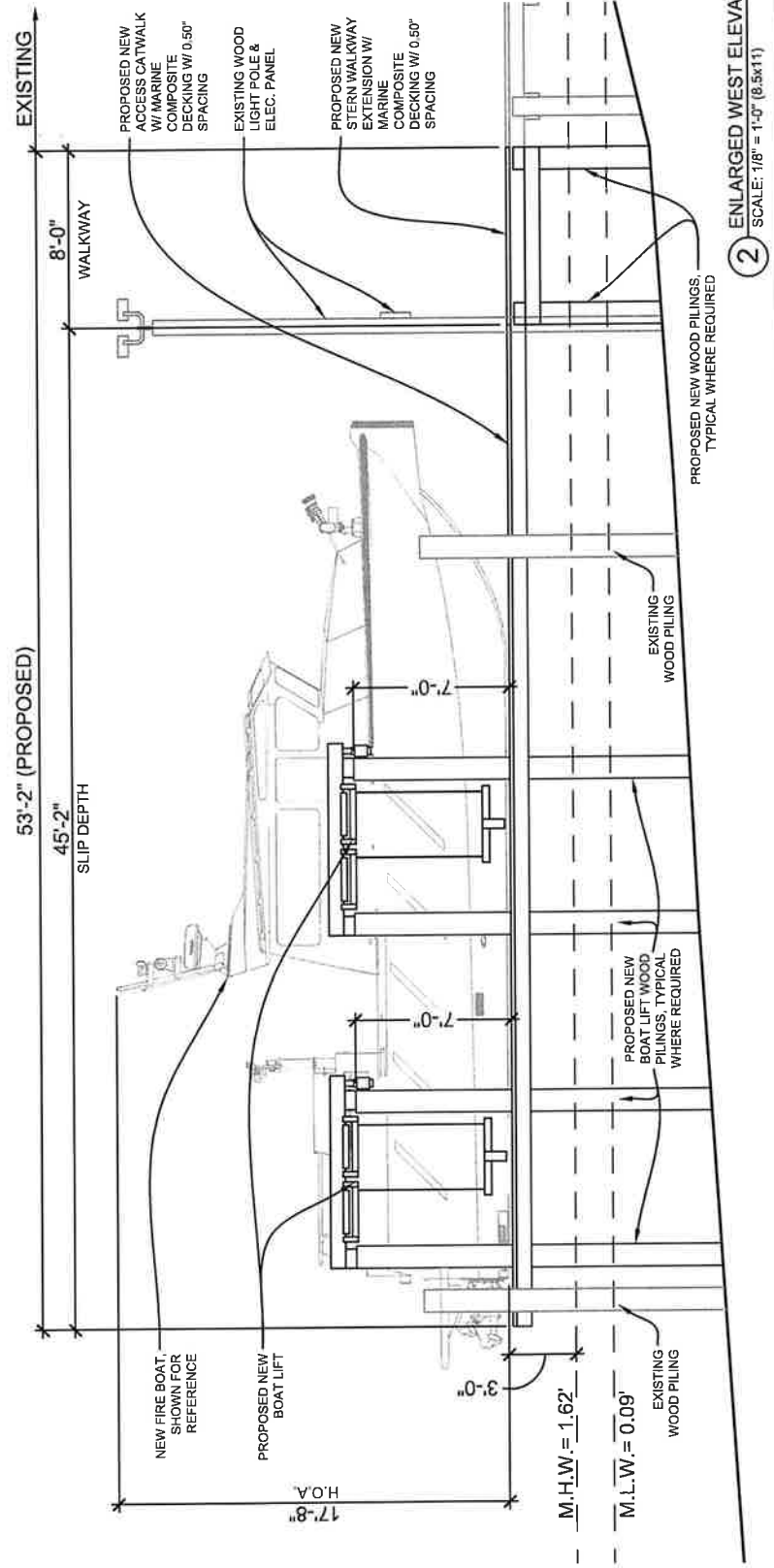
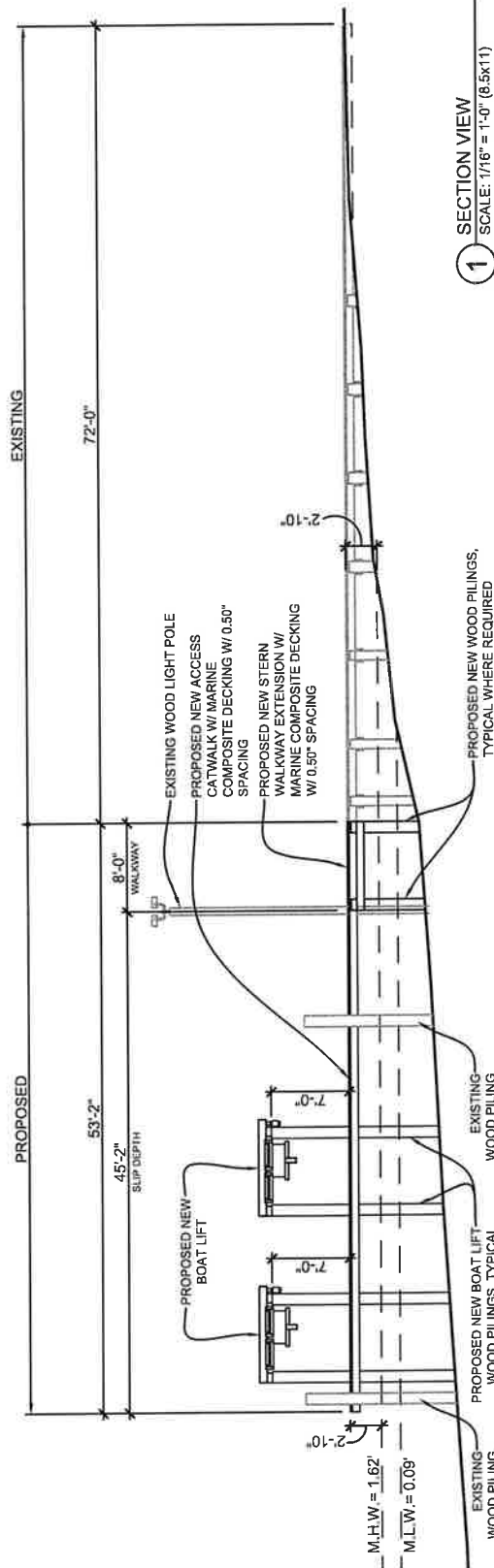
06/16/2023

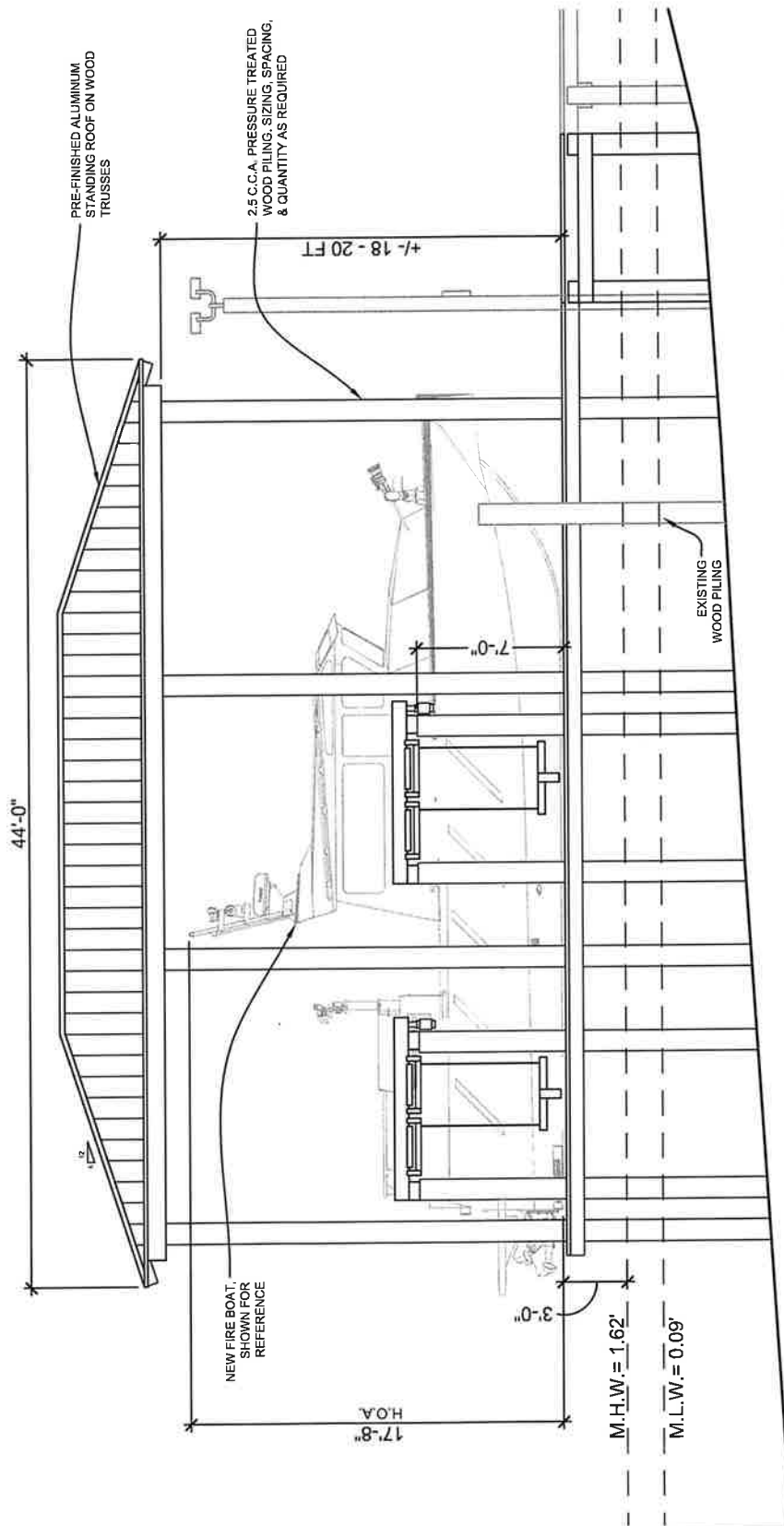
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SEE SHEET

Revised Date:

A-3
3 of 4





1 ALTERNATE NO. 1
SCALE: 1/8" = 1'-0" (8.5x11)



ARCHITECTURAL ENGINEERING DEPARTMENT
GOVERNMENT PLAZA, 5TH FLOOR SOUTH TOWER
MOBILE, ALABAMA 36633
(251) 208-7454

Title:

MOBILE FIRE-RESCUE DEPARTMENT
BOAT LIFT + DOCK IMPROVEMENTS

Sheet Title:

ALTERNATE NO.1 - BOATHOUSE
WEST ELEVATION VIEW

Revised Date:

06/16/2023

Scale:

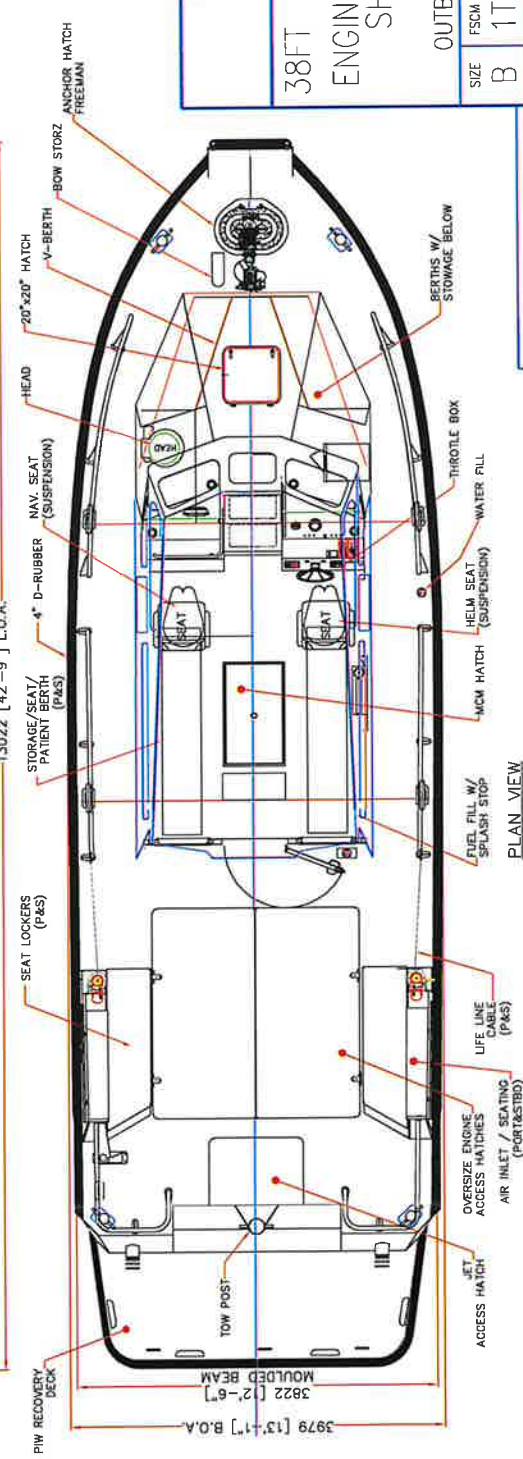
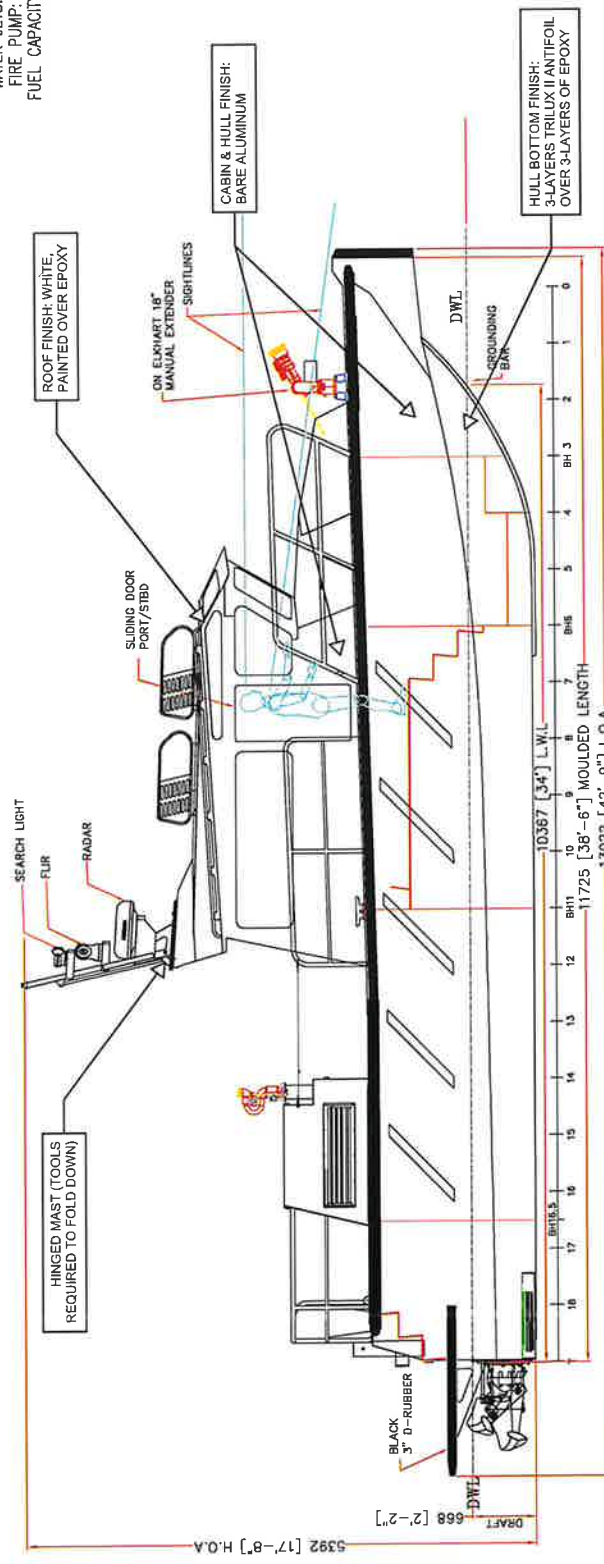
SEE SHEET

Revised Date:

A-4
4 of 4

PROPELLION
 (2) CUMMINS QSB 6.7: 480HP
 (2) HAMILTON HU 322
 (2) DARLEY 2000 GPM
 (2) 150 USG TANK

MAIN ENGINES:
 WATER JETS:
 FIRE PUMP:
 FUEL CAPACITY:



METALCRAFT MARINE INCORPORATED
 347 WELLINGTON STREET, KINGSTON
 ON K7K 6N7

38FT KINGSTON

ENGINEERING AND INTEGRATION
 SHIPBUILDER DRAWINGS
 GENERAL ARRANGMENT
 OUTBOARD PROFILE AND DECK PLAN

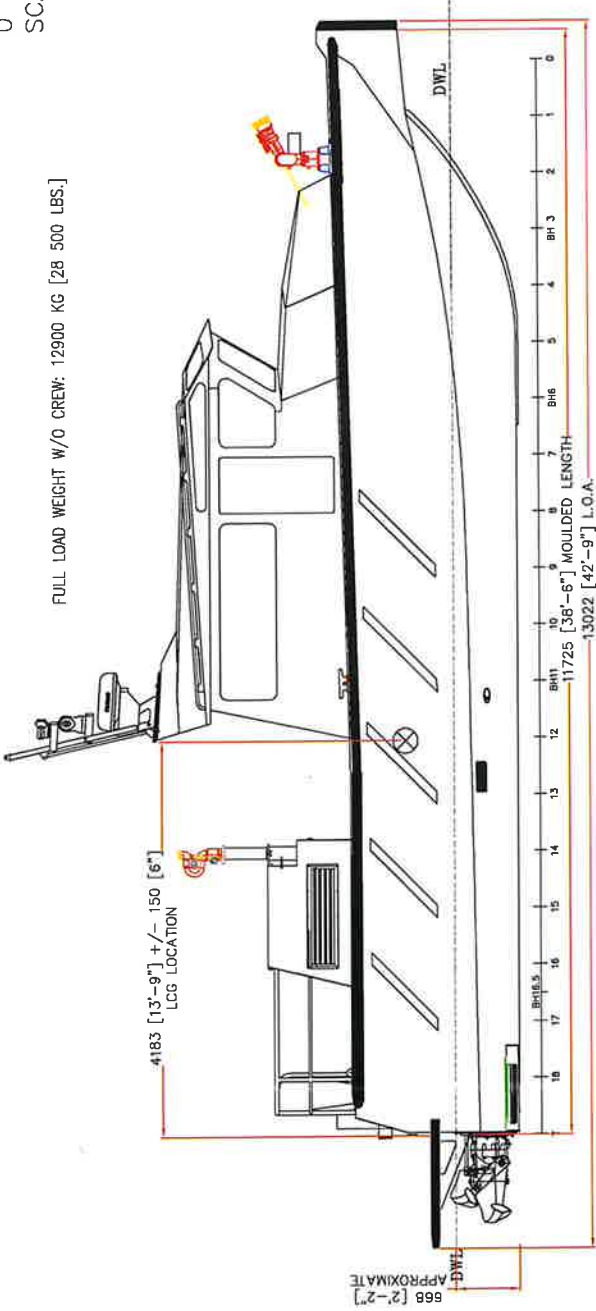
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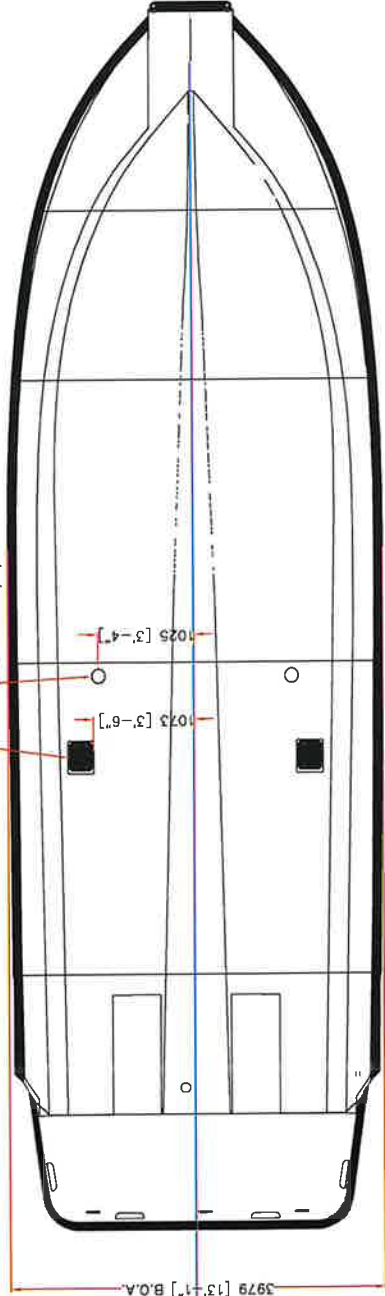
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FULL LOAD WEIGHT W/O CREW: 12900 KG [28 500 LBS.]

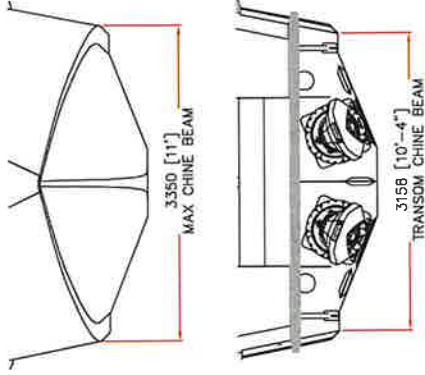


PROFILE VIEW

SEACHEST - FLUSH, AVOID DIRECT LOAD
PICK-UPS W/ 1/2" SCOOP



PLAN VIEW



METALCRAFT MARINE
INCORPORATED
347 WELLINGTON STREET, KINGSTON
ON K7K 6N7

38FT KINGSTON
ENGINEERING AND INTEGRATION
SHIPBUILDER DRAWINGS
GENERAL ARRANGMENT
HOIST/TRAILER INFORMATION

SIZE	FSM	CAGE NO.	DRAWING NO.	REV
B	1	T8W7	A-6	C0
SCALE	1:50	STATUS:	RELEASED	SHEET 5



To: Pre-Quote Meeting Attendees and Registered Plan holders

From: David M. Cordingly
City of Mobile Architectural Engineering Department

Re: MFRD Boat Lift & Dock Improvements
Project #FD-040-23

Date: July 12, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Contractor to disqualification.

General:

Item #1

After site visit, bidder brought to attention the possible need for more electrical work to increase the capacity of the existing breaker panel and possibly needing additional runs to the transformer. This electrical scope is currently being defined and this information will be provided in a subsequent Addendum.

Drawings: N/A

RFI's: N/A

Attachments:

The following shall be included as part of the Contract Documents for this project:

1. The Pre-Bid Conference Agenda *with Modifications*
2. Attendance Roster, dated July 10, 2023

END OF ADDENDUM NO. 1

MOBILE FIRE-RESCUE DEPARTMENT BOAT LIFT & DOCK IMPROVEMENTS

PRE-BID CONFERENCE

10:00 am July 10, 2023

U.S. Coast Guard Sector Mobile
1500 15th Street, Mobile, Alabama 36615

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.
3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to sign-in to be on the bidder's list.
4. Discussion of Scope of Work.
 - A. BASE BID:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a 40,000 lbs. capacity, electric, cable drawn, shafted beam, cradle-type boat lift and construct a stern walkway and access catwalk that ties into the existing boat dock located at the U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615, as specified in the Scope of Work – MFRD Boat Lift & Dock Improvements, dated June 28, 2023 (attached as Exhibit 1).
 - B. ALTERNATE NO.1:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to properly install a roof structure (boathouse) over the boat lift to provide protection against environmental extremes. Roof structure to have metal roof on wood trusses on independent wood pilings (as required). Vessel H.A.O. = 17'-8". Structure shall to comply with all associated codes regarding wind speed.
 - C. There is a \$10,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
 - D. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
 - E. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
 - F. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
 - G. Contractor shall have access to the site Monday-Friday, 6:00 am until 4:00 pm unless approved differently by Project Manager.
 - H. Contractor shall keep an exceptionally clean site. The U.S. Coast Guard Sector Mobile will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and U.S.C.G. staff.

- I. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
 - J. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.
 - K. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
 - L. Storm and Wastewater:
 - i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
 - ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
 - M. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Cordingly at **david.cordingly@cityofmobile.org**
 - N. Cut off time for submission of RFIs is by **5:00** pm on Friday, July 14th, 2023. All requests are to be submitted via e-mail to David Cordingly.
 - O. Cut off time for substitution requests is by **5:00** pm on Friday, July 14th, 2023. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to David Cordingly.
 - P. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
 - Q. The City of Mobile will provide utility line locations within the work area of the **boat dock**. Contractor shall still be responsible to contact line locators for verification.
5. Special Instructions or conditions.
- A. Equal Opportunity:
- i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
 - ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
 - iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
 - iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
 - v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

- b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current \$10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.
- 6. Bidding instructions, forms, special requirements and time.
 - a. Sealed Bids will be received and clocked in until 2:00 PM local time, **Wednesday, the 19th day of July 2023.**
 - i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
 - ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
 - iii. Bidders delivering Bids in person shall enter Government Plaza at the Joachim Street doors and insert Sealed Bid in the receptacle marked "CITY of MOBILE BIDS", located within the security check point, for pickup by the City Clerk, no later than 2:00 PM local time.
 - b. All Bids not clocked in by the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
 - c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
 - d. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- 7. Additional Requirements at time of Contract execution:
 - a. A valid City of Mobile business license for the duration of the contract period
 - b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see RFP)
 - c. Performance Bond and Labor & Material Payment Bond are required.
 - d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
 - e. Builder's Risk and Marine General Liability Insurance:
 - i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.

- ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

- 8. Payment requirements.
 - a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
 - b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
 - c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.
- 9. Owner/City of Mobile contacts and phone numbers:
 - a. David Cordingly: 251-802-2436 (City of Mobile Project Manager)
 - b. Cassie Boatwright: 251-208-7627 (Director of REAM)
- 10. Walk of Site
- 11. Adjourn

[illegible]



To: Pre-Quote Meeting Attendees and Registered Plan holders

From: David M. Cordingly
City of Mobile Architectural Engineering Department

Re: MFRD Boat Lift & Dock Improvements
Project #FD-040-23

Date: July 18, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Contractor to disqualification.

General:

Item #1

Boat lift bunk boards are to have synthetic bunk covers in lieu of carpeted.

Basis of Design: Gatorbak XP Synthetic Bunk Cover

Item #2

Additional electrical work is needed. The current electrical panel is not adequate for servicing the new boat lift. Install new 200-amp service from the transformer to the existing electrical panel (240-FT); upgrade existing electrical panel to a 200-amp breaker box; upgrade wiring for the (2) existing boat lifts to tie into new panel; and wire the new boat lift to the upgraded panel.

Drawings: N/A

RFI's: N/A

Attachments:

1. N/A

END OF ADDENDUM NO. 2



To: Pre-Quote Meeting Attendees and Registered Plan holders

From: David M. Cordingly
City of Mobile Architectural Engineering Department

Re: MFRD Boat Lift & Dock Improvements
Project #FD-040-23

Date: July 18, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Contractor to disqualification.

Clarifications:

- A. **Bid Date/Time:** Please note that the Bid Date has been revised. Bids will now be received until **Wednesday, July 26, 2023 until 2:00 PM local time** in the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM local time in the Atrium Lobby of Government Plaza.
- B. **Base Bid:**
Additional electrical scope: In addition to the original Base Bid Scope of Work for the boat lift and dock improvements, Contractor is to furnish all labor, materials, tools, supplies, and equipment necessary to properly install two (2) 30-Amp RV style Power Outlet Boxes for shore power. Boxes are to be enclosed, lockable, and weatherproof. Contractor is to coordinate final locations with Owner.
- C. **Alternate No. 1:**
Additional electrical scope: In addition to the original Alternate No. 1 Scope of Work for the boathouse, Contractor is to furnish all labor, materials, tools, supplies, and equipment necessary to properly install four (4) exterior grade LED light fixtures flush mounted to the underside of the boathouse, and an exterior grade light switch. Fixtures need to adequately light the underside of the boathouse, which will be located approximately 18-20 feet above the walkway. Contractor is to coordinate final light switch location with Owner.

Drawings: N/A

RFI's: N/A

Attachments: N/A

END OF ADDENDUM NO. 3

**MFRD BOAT LIFT & DOCK IMPROVEMENTS
FD-040-23**

BID FORM

Company (Legal Registered Name): American Marine Technical Solutions, LLC

Company Address: 660 Dunlap Drive, Mobile, AL 36602

Office Phone #: 251 301 0652 **Email:** tboynton@americanmtech.com

City of Mobile Business License No.: 117967

In compliance with the Request for Proposal prepared by the City of Mobile, Architectural Engineering Department, dated June 28, 2023, and all Addendum(a) No(s) 1, 2, & 3 dated 7/12/23, 7/18/23, 7/18/23, the undersigned does hereby propose to furnish all labor, materials, tools, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within Thirty (30) calendar days from the written Notice to Proceed.

- **Bids shall NOT include any applicable sales and use taxes.**
- **Bids shall be provided in whole dollar amount with no cents.**

Base Bid Amount: Two hundred fifty-nine thousand, one hundred ninety-five
(Amount in Words)
& 00/100 Dollars (\$ 259,195.00)
(Amount in Numbers)

Alternate No.1 Amount: Fifty seven thousand, four hundred
(Amount in Words)
& 00/100 Dollars (\$ 57,400.00) — **ACCEPTED** 
(Amount in Numbers)

Contingency Allowance: Ten Thousand & 00/100 Dollars (\$ 10,000.00)
(Amount in Numbers)

Total Proposal Amount: Three hundred twenty-six thousand, five hundred ninety-five
(Amount in Words)
& 00/100 Dollars (\$ 326,595.00)
(Amount in Numbers)

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertaking work.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check if applicable
- Subcontracting and Major Supplier Plan
- Any additional information, as required by the "Standard Contract Agreement Between City of Mobile and Contractor" (attached as Exhibit 2).
- CONTRACT REDLINED
- E-VERIFY DOCUMENT + CERTIFICATE OF INSURANCE

INSTALLATION: Will Proposer be responsible for installation work? ☒ YES ☐ NO
(If "NO", please provide Sub-Contractor information below)

Name: _____ **Address:** _____

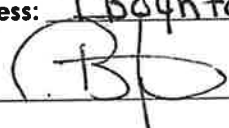
Phone No.: _____ **Email:** _____

PROPOSAL SUBMITTED BY:

Company (Legal Registered Name): American Marine Technical Solutions, LLC

Contact Phone No: (251) 301-0652 **Cell No:** (713) 295-1961

E-mail Address: TBoynnton@americanmtech.com

Signature:  **Date:** 7/26/23

Printed Name: Tom Boynton **Title:** Vice President

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, American Marine Technical Solutions, LLC, hereinafter called the Principal, and XL Specialty Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Twenty-Six Thousand, Five Hundred Ninety-Five and 00/100 Dollars (\$326,595.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete MFRD Boat Lift & Dock Improvements – U.S. Coast Guard Sector Mobile (FD-040-23) 1500 15th Street, Mobile, Alabama, 36615 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 24th day of October, 2023.

CONTRACTOR AS PRINCIPAL

Company: American Marine Technical Solutions, LLC
(Corporate Seal)

By: 
(Signature)

Name and Title: THOMAS BOYNTON
PRESIDENT

SURETY

Company: XL Specialty Insurance Company
(Corporate Seal)

By: 
(Signature)

Name and Title: Sarah Murtha, Attorney-in-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: Willis Towers Watson Southeast, Inc.
Address: 2101 6th Ave N #1200
Birmingham, AL 35203
Phone and Fax: +1 (205) 868-0295

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, American Marine Technical Solutions, LLC, as Principal, and XL Specialty Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Twenty-Six Thousand, Five Hundred Ninety-Five and 00/100 Dollars (\$326,595.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete MFRD Boat Lift & Dock Improvements – U.S. Coast Guard Sector Mobile (FD-040-23) 1500 15th Street, Mobile, Alabama, 36615, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Sarah Murtha, Attorney-in-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 24th day of October, 2023

CONTRACTOR AS PRINCIPAL

Company: American Marine Technical Solutions, LLC
(Corporate Seal)

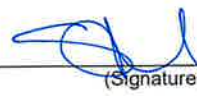
By: 

(Signature)

Name and Title: THOMAS BONNETON
PRESIDENT

SURETY

Company: XL Specialty Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Sarah Murtha, Attorney-in-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: Willis Towers Watson Southeast, Inc.
Address: 2101 6th Ave N #1200
Birmingham, AL 35203
Phone and Fax: +1 (205) 868-0295

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1624584

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Kathryn Pryor, Jennifer Godere, Gentry Stewart, Michelle Anne McMahon, Sarah Murtha, Connor Wolpert, Jonathan Gleason, Nicholas Miller, Doritza Mojica, Richard Hackner, Robyn Salley

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 3rd, 2023.



XL SPECIALTY INSURANCE COMPANY

by:

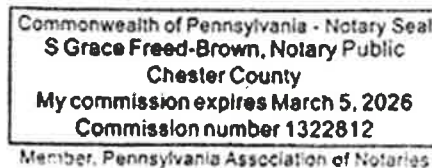
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 3rd day of October, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC



Commercial Bond – Contact Information

All correspondence in conjunction with this bond must be directed to the following address or Email:

XL Specialty Insurance Company
Surety Administrative Office
677 Washington Blvd
10th Floor
Stamford CT, 06901
For general inquiries please contact: XL-Surety-General@axaxl.com
For claims inquiries please contact: AXAXL-BondClaims@axaxl.com

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

New York	General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL Catlin insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archinque.kidd@cityofmobile.org
251.208.7867
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	American Marine Technical Solutions, LLC
Address	
Telephone	660 Dunlap Dr, Mobile Alabama 36602 (251) 301-0652
E-Mail	TBoynton@americanmtech.com

RFP/RFQ Solicitation Number	FD-040-23
Project Description	MFED Boat Lift + Dock Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ Vets ☐
Total # of Employees	12

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Tina Boynton
Signature: [Signature] Date: 7/26/23
Title: Vice President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: STACEY JORDAN Title: SR PLANNER
E-mail: Phone: SJORDAN@ALABAMA SHIPYARD.COM 251 301 1613

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205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFP/Bid # FD-040-23 Your Bid/Proposal Amount \$ 331,817.

Date: 7 / 26 / 23

Description	MFRD Boat Lift + Dock Improvements
1.00	1.00
2.00	2.00
3.00	3.00
4.00	4.00
5.00	5.00
6.00	6.00
7.00	7.00
8.00	8.00
9.00	9.00
10.00	10.00
11.00	11.00
12.00	12.00
13.00	13.00
14.00	14.00
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90.00	90.00
91.00	91.00
92.00	92.00
93.00	93.00
94.00	94.00
95.00	95.00
96.00	96.00
97.00	97.00
98.00	98.00
99.00	99.00
100.00	100.00

Name of Bidder/Proposer: American Marine Technical Solutions, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: American Marine Technical Solutions, LLC Phone: (913) 295-1961 Email: TBoynnton@americantechnotech.com
Contact Person: Tom Boynton

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
☒		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		ADVERTISEMENTS: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
☒		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

☒	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
☒	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
☒	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
☒	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

☐ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

☒ Could not find sufficient DBEs to provide subcontracting or supplier services.

☐ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. WE LOCATED A

QUALIFIED MBE COMPANY FOR 29% OF THE BASE PROJECT.

QUALIFICATION PAPERS FOR BILL SMITH ELECTRIC ARE INCLUDED.

Suggestions or comments to improve this program. _____

From: [Kidd, Archnique](#)
To: [Cordingly, David](#)
Cc: [Boatwright, Cassie](#); [Nixon, Alexondria](#)
Subject: Re: FD-040-23 MFRD Boat Dock – Boat Lift Installation & Dock Improvements
Date: Wednesday, August 16, 2023 10:33:28 AM

Please allow this email to serve as the approval of the Subcontractor and Major Supplier Plan for FD-040-24 MFRD Boat Dock.

Archnique Kidd, Supplier Diversity Manager
City of Mobile
(251)208-7967

On Aug 16, 2023, at 10:06 AM, Cordingly, David
<david.cordingly@cityofmobile.org> wrote:

No ma'am, this is funded with capital funds from MFRD.

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Kidd, Archnique
Sent: Wednesday, August 16, 2023 10:05 AM
To: Cordingly, David <david.cordingly@cityofmobile.org>
Cc: Boatwright, Cassie <boatwright@cityofmobile.org>
Subject: Re: FD-040-23 MFRD Boat Dock – Boat Lift Installation & Dock Improvements

Good morning David,
Is this project being funded with capital funds or grant funds? If it is grant funding, what type of grant is it being funded with?

Archnique Kidd, Supplier Diversity Manager
City of Mobile
(251)208-7967

On Aug 16, 2023, at 9:50 AM, Cordingly, David
<david.cordingly@cityofmobile.org> wrote:

Archnique,
Good morning. I have been working with the Mobile Fire-Rescue

Department on a project to extend their current boat dock and add an additional boat lift in preparation for the delivery of their new 43-ft fireboat. While there were three Contractors at the pre-bid, only one Contractor submitted a bid (two of them paired up).

Attached is the Bid Package submitted by the Contractor for your review. I am intending to get this on council's agenda for next week, unless you see any issues. Please let me know.

Thank you,

David M. Cordingly

Capital Improvement Project (CIP) Manager

Architectural Engineering Department

City of Mobile

205 Government Street

Mobile, Alabama 36602

Office: 251-208-7637 | Cell: 251-802-2436

<image001.png>

<Am-Tech Bid Package.pdf>



Alabama Secretary of State



American Marine Technical Solutions, LLC	
Entity ID Number	000 - 867 - 746
Entity Type	Foreign Limited Liability Company
Principal Address	660 Dunlap Drive Mobile, AL 36602
Principal Mailing Address	660 Dunlap Drive Mobile, AL 36602
Status	Exists
Place of Formation	Delaware
Formation Date	01/05/2021
Qualify Date	06/15/2021
Registered Agent Name	Corporation Service Company, Inc.
Registered Office Street Address	641 South Lawrence Street Montgomery, AL 36104
Registered Office Mailing Address	641 South Lawrence Street Montgomery, AL 36104
Nature of Business	
Doing Business in AL Since	06/16/2021
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/15/2021 Certificate of Formation 2 pgs.

[Browse Results](#)[New Search](#)

Company ID Number: 1842804

Approved by:

Employer AMERICAN MARINE TECHNICAL SOLUTIONS	
Name (Please Type or Print) AMY FRESH	Title
Signature Electronically Signed	Date 06/07/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



Company ID Number: 1842804

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	AMERICAN MARINE TECHNICAL SOLUTIONS
Company Facility Address	660 DUNLAP DR MOBILE, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	863108868
North American Industry Classification Systems Code	237
Parent Company	ALABAMA SHIPYARD LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1842804

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name AMY M FRESH
Phone Number (251) 216 - 7788
Fax Number
Email Address afresh@alabamashipyard.com

Name AMY M FRESH
Phone Number (251) 216 - 7788
Fax Number
Email Address afresh@alabamashipyard.com



CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)
10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED 200194 American Marine Technical Solutions, LLC 660 Dunlap Dr. Mobile AL 36601		INSURER A : --- SEE ATTACHMENT ---			
		INSURER B : Manufacturers Alliance Insurance Company			36897
		INSURER C : American Longshore Mutual Association			
		INSURER D : XL Specialty Insurance Company			37885
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 202197

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	HULL AND MACHINERY			NOT APPLICABLE			PER SCHEDULE ON FILE	
	☐ COLLISION LIABILITY						INSURED VALUE	\$ XXXXXXXX
	☐ TOWERS LIABILITY						COLLISION (Ea occurrence)	\$ XXXXXXXX
							TOWERS (Ea occurrence)	\$ XXXXXXXX
								\$ XXXXXXXX
	PROTECTION AND INDEMNITY			NOT APPLICABLE			PER CLUB RULES	
	☐ CREW LIABILITY ☐ JONES ACT						EA OCCURRENCE PER VESSEL, CSL	\$ XXXXXXXX
	☐ COLLISION LIABILITY						COLLISION (Ea occ), CSL	\$ XXXXXXXX
	☐ TOWERS LIABILITY						TOWERS (Ea occ), CSL	\$ XXXXXXXX
	☐ REMOVAL OF WRECK						REMOVAL OF WRECK (Ea occurrence)	\$ XXXXXXXX
	☐ IN REM							\$ XXXXXXXX
								\$ XXXXXXXX
								\$ XXXXXXXX
	POLLUTION LIABILITY			NOT APPLICABLE			EA OCCURRENCE	\$ XXXXXXXX
	☐ OPA 90							\$ XXXXXXXX
	☐ CERCLA							\$ XXXXXXXX
	☐ NON-OPA / NON-CERCLA							\$ XXXXXXXX
								\$ XXXXXXXX
	MARITIME EMPLOYERS LIABILITY			NOT APPLICABLE			ANY ONE PERSON	\$ XXXXXXXX
	☐ ALTERNATE EMPLOYER						ANY ONE ACCIDENT	\$ XXXXXXXX
	INCLUDES ☐ CREW ☐ EMPS							\$ XXXXXXXX
	☐ JONES ACT	N/A						\$ XXXXXXXX
	☐ DEATH ON THE HIGH SEAS							\$ XXXXXXXX
	☐ IN REM ENDORSEMENT							\$ XXXXXXXX
								\$ XXXXXXXX
D	Builders Risk	Y	Y	UM00167102MA23A	10/26/2023	10/26/2024	\$326,595	\$ See Below
								\$ XXXXXXXX
								\$ XXXXXXXX

CERTIFICATE HOLDER**CANCELLATION**

202197 City of Mobile 205 Government Street PO Box 1827 Mobile AL 36633	SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

COVERAGES

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☒ MARINE GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ SRLL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	LME146806	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP / OP AGG \$ 2,000,000 \$ XXXXXXXX \$ XXXXXXXX	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	648978746 00	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☒ ALTERNATE EMPLOYER ☐ USL&H ENDORSEMENT ☐ MARITIME EMPLOYERS LIABILITY ☐ OCSL ACT	N/A	Y	1114594Y	07/22/2023	07/22/2024	☒ PER STATUTE ☐ OTH-ER E.L. (Each accident) \$ 1,000,000 E.L. DISEASE (Ea employee) \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX	
C	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT ☒ ALTERNATE EMPLOYER ☐ MARITIME EMPLOYERS LIABILITY ☐ OCSL ACT	N/A	Y	ALMA02312-04	07/22/2023	07/22/2026	☒ PER STATUTE ☐ OTH-ER E.L. (Each accident) \$ 1,000,000 E.L. DISEASE (Ea employee) \$ 1,000,000 E.L. DISEASE - ANN AGG \$ 1,000,000 \$ XXXXXXXX	
	AIRCRAFT LIABILITY ☐ OWNED AIRCRAFT ☐ NON-OWNED AIRCRAFT ☐ PASSENGER LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX	
A	UMBRELLA / EXCESS LIAB / BUMBERSHOOT ☐ UMBRELLA ☒ BUMBERSHOOT EXCESS CLAIMS MADE ☐ OCCUR DED ☐ RETENTION \$	Y	Y	LME146808	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX	
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE ☐ CARE, CUSTODY AND CONTROL (CCC) OFFSHORE OIL AND GAS PROPERTY ☐ PLATFORMS ☐ PIPELINES ONSHORE OIL AND GAS PROPERTY ☐ OIL & GAS PROPERTY ☐ CONTRACTORS EQUIPMENT NAMED WINDSTORM ☐ CCC ☐ OFF-SHORE ☐ ON-SHORE			NOT APPLICABLE			CSL, ANY ONE OCCURRENCE (100% interest) \$ XXXXXXXX ANY ONE OCCURRENCE (100% interest) \$ XXXXXXXX XXXXXXXX VALUES AS SCHEDULED \$ XXXXXXXX VALUES AS SCHEDULED \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX VALUES AS SCHEDULED \$ XXXXXXXX VALUES AS SCHEDULED \$ XXXXXXXX \$ XXXXXXXX AGGREGATE \$ XXXXXXXX	
VESSEL(S): AS PER ATTACHED SCHEDULE AS DETAILED IN THE DESCRIPTION OF OPERATIONS								
DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required)								
Per Project Aggregate of \$2,000,000 applies. Builders' Risk- Policy #UM00167102MA23A-Limit- \$326,595- AOP Deductible \$2,500 and 3% Wind/Hail. RE: MFRD Boat Lift & Dock Improvements, U.S. Coast Guard Sector Mobile, 1500 15th Street, Mobile, AL 36615; FD-040-23. The Marine General Liability policy includes Watercraft Exclusion Deletion and Sudden and Accidental Pollution.								

Marine General Liability and Ship Repairers Legal Liability Policy Insurers:

XL Specialty Insurance Company	50.0000
Mitsui Sumitomo Insurance Co. of America	15.0000
Samsung Fire & Marine Insurance Co, Ltd. (US Branch)	15.0000
Ascot Insurance Company	10.0000
National Union Fire Ins. Company of Pittsburgh, PA, Pittsburgh, PA	10.0000
Total	100.0000

Bumbershoot Insurers:

Canopus Insurance Services on behalf of Samsung Fire & Marine Insurance Co., Ltd. (US Branch)	25.0000
Ascot Insurance Company	25.0000
Liberty Insurance Underwriters, Inc.	25.0000
Ascot Insurance Company	25.0000
Navigators Insurance Company	25.0000
Total	100.0000

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.