

**THE CITY OF MOBILE
MOBILE, ALABAMA**



**PROJECT MANUAL
FOR
SERVICE CONTRACT — FLOATING DOCK - EMERGENCY
REMOVAL & REINSTALLATION
COOPER-RIVERSIDE PARK**

SC-017-20

City of Mobile, Alabama
Building Services Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454

February 5, 2020

Bid Due Date: February 19, 2020

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INVITATION TO BID

You are invited to submit a sealed bid for the following Service Contract:

PROJECT NAME: SERVICE CONTRACT – FLOATING DOCK –
EMERGENCY REMOVAL & REINSTALLATION

PROJECT LOCATION: COOPER RIVERSIDE PARK
WATER STREET, MOBILE, AL 36602

PROJECT NUMBER: SC-017-20

All as described in the Specifications (Documents) prepared by the City of Mobile, Building Services Department.

1. BID DATE:

- A. Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Wednesday, February 19, 2020**, in the office of the City Clerk, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Ninth Floor, Room 908
- B. All Bids not clocked in at 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 P.M. in the Building Services Conference Room, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Fifth floor, Room 558.

2. BID DOCUMENTS AND SPECIFICATIONS:

- A. The Project Manual, including all Bid Documents and Specifications, may be obtained from the City of Mobile, Department of Building Services, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, fifth floor, or the City of Mobile's website: www.cityofmobile.org/bids. No deposit will be required.

3. BID SECURITY: (Required only if Total Bid is \$15,000 or more)

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid Bond in the amount of 5% of the Bid Amount but in no event more than \$10,000, is required to accompany bid.
- B. Bid Bond shall be valid for a minimum of 60 days from the date of the Bid.

4. MANDATORY PRE-BID CONFERENCE

- A. There will be a Mandatory Pre-Bid Conference held on **Thursday, February 13, 2020 at 10:00am** at the Floating Dock in Cooper Riverside Park, 1 Government Street, Mobile, AL 36602. Only bidders that attend will receive Addendums and may submit a bid.

5. EQUAL OPPORTUNITY:

- A. 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.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids.
- C. Municipal Code, Section 14-2, requires that the Service Contractor make every reasonable effort to have at least fifteen percent participation by Socially or Economically Disadvantaged Individuals or utilize sub-contractors or suppliers who are socially or economically disadvantaged.

6. ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein.

7. IRREGULARITIES AND REJECTION:

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS:

1. BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Building Services as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Service Contract Administrator errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Service Contract Administrator at least three (3) calendar days prior to the date for receipt of Bids.
- C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

3. BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on the Bid Form as set forth herein.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- D. All requested Unit Prices and Allowances shall be bid and the Schedule of Values completely filled in.
- E. Addenda issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- A. Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) 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 Bidder 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 Bidder 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.

- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

5. EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Specifications, visit the site of the Work, 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 Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, Bid Security and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "***Sealed Bid for SERVICE CONTRACT – FLOATING DOCK – EMERGENCY REMOVAL & REINSTALLATION***" along with the Building Services Department's project number, the Bid Date, and Service Contractor's name, address, and City of Mobile license number.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

- C. It is the intent of the City to award a Contract to the lowest responsible and responsive Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available
- D. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City’s judgment, is in the City’s best interest. The City also reserves the right to reject a Bidder who has previously failed to perform properly or complete work in a timely manner; complete contracts of a similar nature; or a Bidder who is not, in the judgement of the City, in a position to perform the contract.
- E. The award shall be based on the lowest Total Base Bid as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

- A. The Standard Service Contract Between City of Mobile and Service Contractor included herein shall serve as the Agreement between the City and Service Contractor.
- B. The Bidder to whom the Contract is awarded shall, **within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items with the signed Agreement; failure to do so within this timeframe may cause the City of Mobile to reject the award and proceed with the next highest bidder:**
 - 1. Certificate of Insurance (original), along with all required endorsements
 - 2. Evidence of enrollment in the E-Verify program.
 - 3. Evidence of enrollment in the City of Mobile’s Vendor Self Service (VSS) <https://mobileselfservice.tylertech.com/Vendors/default.aspx>
 - 4. Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide the Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Bond or Bid Check.

11. SOCIALLY AND ECONOMICALLY DISADVANTAGED EMPLOYMENT:

- 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

- A. Section 39-3-1, Alabama Code, 1975, provides that the Service Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Service Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) SERVICE CONTRACTORS:

- A. Preference to Resident Service Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Service Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. LOCAL PREFERENCE AWARDS

- A. The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:
- 1) The Competitive Bid Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with a value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
 - 2) State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
 - 3) Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
 - 4) Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
 - 5) Preference for Resident Responsible Bidders against Foreign Entities- The City may award a bid to a responsible bidder with a place of business within the city or its police jurisdiction if the bid is not more than 10% more than the

apparent lowest responsible bid submitted by a Foreign Entity.

- 6) Preference for Disadvantaged Businesses- The City may award a bid to a “qualifying” responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a “qualifying” responsible bidder is: (1) a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

B. Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City. Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama. A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

C. City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

D. “Place of Business”:

The City considers a “place of business” to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner’s employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity’s “place of business,” such as an individual’s home or residence, or an agent’s or attorney’s office who may represent multiple parties out of that specific location, do not qualify as a “place of business” for these purposes.

“Owned” means 51% or greater active ownership by a person or persons of the designated preference category.

E. Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1) Do you operate a place of business within the City of Mobile or the City’s police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City’s police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any

evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

16. ALABAMA IMMIGRATION ACT

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Service Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Service Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City.

17. ANTI-BOYCOTT STATEMENT

- A. Public contracts with entities engaging in certain boycott activities:
(a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).
- D. Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

18. CITY OF MOBILE BUSINESS LICENSE

- A. City of Mobile Business License is required and must be current at time of bidding.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – FLOATING DOCK - EMERGENCY REMOVAL & REINSTALLATION

PROJECT LOCATION: COOPER RIVERSIDE PARK
WATER STREET, MOBILE, AL 36602

PROJECT NO.: SC-017-20

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated February 5, 2020; and all Addenda (before submitting any bid it is the Bidder’s responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: _____

ADDRESS: _____ **PHONE** _____

CITY OF MOBILE BUSINESS LICENSE NUMBER: _____

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

- (Check one) (A Corporation)
 (A Partnership)
 (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The City of Mobile shall have the right to extend the Contract at the term at the rates listed for a period not to exceed Sixty (60) calendar days.

BASE BID – For Basic Services as specified in section 01000 – Scope of Work

Total Base Bid Amount Per Event: (Not to Exceed)

(Amount in Words)

and 00/100 Dollars (\$ _____ .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

This Bid is for the removal, storage and reinstallation of the existing floating dock in the event of a major storm event or other declared emergency. Bidders acknowledge that there is no guarantee that Emergency Removal & Reinstallation services will be required during the term of this contract. Bidders also acknowledge that services may be required multiple times during the year. The “Per Event” Pricing will be in effect during the entire term on an “as needed” basis as determined by the City of Mobile.

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

SCHEDULE OF VALUES: For Work performed under Basic Services.

Hourly Labor Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time:** (8am to 5pm, Monday through Friday):
- | | |
|------------------|----------------------------|
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
- (List all that apply)

- B. Overtime:** (5pm to 8am, Monday through Friday, and Weekends):
- | | |
|------------------|----------------------------|
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
- (List all that apply)

- C. Holidays:**
- | | |
|------------------|----------------------------|
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |
| Job Title: _____ | Hourly Rate: \$ _____ .00) |

Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 (List all that apply)

Parts/Material: Shall be billed at Service Contractor’s direct cost plus _____ percent.

Storage of Floating Dock and Accessories: Shall be billed at Service Contractor’s direct cost plus _____ percent.

UNIT PRICING: For additional work performed outside the scope of Basic Services, the following rates shall apply.

Hourly Labor Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. **Regular Time:** (8am to 5pm, Monday through Friday):

Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 (List all that apply)

B. **Overtime:** (5pm to 8am, Monday through Friday, and Weekends):

Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 (List all that apply)

C. **Holidays:**

Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)
 Job Title: _____ Hourly Rate: \$_____.00)

Job Title: _____ Hourly Rate: \$_____.00)

(List all that apply)

1. BID INCLUDES:

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: _____

Company Address: _____

Telephone: _____ Email: _____

Type of Work: _____

Date(s): _____

B. Reference #2:

Company Name: _____

Company Address: _____

Telephone: _____ Email: _____

Type of Work: _____

Date(s): _____

C. Reference #3:

Company Name: _____

Company Address: _____

Telephone: _____ Email: _____

Type of Work: _____

Date(s): _____

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Typed)

TITLE _____
(Typed)

DATE _____, 20 ____

Sworn to and subscribed before me this _____ day of 20 ____

Notary Public

END OF SECTION

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

City of Mobile License Number: _____

City of Mobile Vendor Number: _____

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – FLOATING DOCK - EMERGENCY REMOVAL & REINSTALLATION

PROJECT LOCATION: COOPER RIVERSIDE PARK
WATER STREET, MOBILE, AL 36602

PROJECT NUMBER: SC-017-20

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide for the emergency removal & reinstallation of the floating dock at Cooper Riverside Park, Water Street, Mobile, AL 36602, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The City of Mobile shall have the right to extend the Contract at the end of the Term at the rates listed, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor on an “as needed” per event basis for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sum as follows:

Basic Services:

Total Contract Amount: _____
(Amount in Words)
_____ and 00/100 Dollars (\$ _____)
(Amount in Numbers)

The Contract amount includes all applicable sales and use taxes.

This Bid is for the removal, storage and reinstallation of the existing floating dock in the event of a major storm event or other declared emergency. Service Contractor acknowledge that there is no guarantee that Emergency Removal & Reinstallation services will be required during the term of this contract. Service Contractor also acknowledge that services may be required multiple times during the year. The “Per Event” Pricing will be in effect during the entire term on an “as needed” basis as determined by the City of Mobile

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

3.2 SCHEDULE OF VALUES: For Work performed under Basic Services.

Hourly Labor Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time:** (8am to 5pm, Monday through Friday):

Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)

 (List all that apply)

- B. Overtime:** (5pm to 8am, Monday through Friday, and Weekends):

Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)

 (List all that apply)

- C. Holidays:**

Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)
Job Title: _____	Hourly Rate: \$ _____ .00)

Job Title: _____ Hourly Rate: \$_____.00)
(List all that apply)

3.2 Unit Pricing: For additional work performed outside the scope of Basic Services, the following rates shall apply.

Hourly Labor Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time: (8am to 5pm, Monday through Friday):
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
(List all that apply)

B. Overtime: (5pm to 8am, Monday through Friday, and Weekends):
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
(List all that apply)

C. Holidays:
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
Job Title: _____ Hourly Rate: \$_____.00)
(List all that apply)

Parts/Material: Shall be billed at Service Contractor’s direct cost plus _____ percent.

Storage of Floating Dock and Accessories: Shall be billed at Service Contractor’s direct cost plus _____ percent.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made after each event based on successful completion of work
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor’s Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. General Conditions, dated February 5, 2020 9 pages
- 2. Bid Form, dated _____ 5 pages
- 3. Specifications, dated February 5, 2020
 - Section 01000 – Scope of Work 2 pages
 - Exhibit A – EZ-DOCK Specifications 8 pages
 - Exhibit B – Detailed Plans 8 pages
 - Exhibit C – Photographs 5 pages
- 4. This Instrument (Agreement) 8 pages
- 5. Certificates of Insurance with endorsements and E-Verify Documentation

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service 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 name the City of Mobile as an additional insured, 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. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
 - 1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - 2. Property damage liability - \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above:
 - Bodily injury and property damage combined –\$1,000,000 per occurrence
 - 4. General Aggregate limit shall apply on a “Per Project” Basis.
- B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
 - 1. Bodily injury liability:

- \$1,000,000 each person
- \$1,000,000 each occurrence
- 2. Property damage liability - \$1,000,000 each occurrence.
- 3. Or, in lieu of (1) and (2) above)
 - Bodily injury and property damage combined – \$1,000,000 per occurrence
- C. Excess/Umbrella Liability insurance
 - 1. \$5,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
 - 2. \$5,000,000 General Aggregate Limit, on a “Per Project” basis
 - 3. Providing following form coverage for Employer’s Liability, Maritime Employer’s Liability, Comprehensive General Liability, and Automotive Liability.
- A. 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.
- B. Maritime Employers’ Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of \$1,000,000 each person and \$1,000,000 each accident.
- F. “In Rem” endorsement
- G. Borrowed Servant/Alternate Employer endorsement in favor of The City of Mobile.
- H. Marine General Liability or its equivalent (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Service Contractor.
 - 1. Limit of Liability:
 - \$1,000,000 each occurrence bodily injury or property damage
 - \$2,000,000 General Aggregate Limit, on a “Per Project” Basis
- I. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by a Protection and Indemnity policy.
- J. The Marine General Liability policy must include an endorsement to cover “Sudden and Accidental” pollution.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service 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 altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of The City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name The City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by The City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service 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.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: 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.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: 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.

8.10 Public Contracts with Entities Engaging in Certain Boycott Activities: By signing this contract, the Service 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.

Remainder of Page Intentionally Left Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, 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 Service Contractor by such duly authorized officers or individuals as may be required by law.

**OWNER:
CITY OF MOBILE**

SERVICE CONTRACTOR

Signature

William. S. Stimpson
Mayor, City of Mobile

Signature

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

ATTEST:

City Clerk

Signature

Brad Christensen, Director
Real Estate Asset Management

Printed Name and Title

END OF SECTION



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

END OF SECTION

INSURANCE REQUIREMENTS

City of Mobile Insurance Requirements Service Contractor – Maritime

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

- 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, as 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. Borrowed Servant/Alternate Employer endorsement in favor of The City of Mobile.
- B. **Comprehensive General Liability Insurance:**
1. Marine General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 2. Limit of Liability: \$5,000,000 combined single limit of liability each occurrence bodily injury or property damage. \$5,000,000 General Aggregate Limit, shall appear 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: \$5,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- E. "In Rem" endorsement

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the “Description of Operations” box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of The City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name The City of Mobile as an Additional Insured

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

Certificates of Insurance - General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant 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. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant’s reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ENDORSED 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 PRODUCED TO AID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER (If any)	POLICY PERIOD (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Job Site Pollution <input checked="" type="checkbox"/> Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	Includes USL&H for AL			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: SC-017-20 Project Name: Floating Dock Removal & Reinstall (Emergencies Only) Cooper Riverside Park, 1 Government St., Mobile, AL 36602

The City of Mobile is Additional Insured s respects to General Liability, Automobile Liability, and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General liability, Automobile Liability, and Excess Liability as required by written contract. In the event of cancellation by the insurance company(ies), the policies have been endorsed to provide Thirty (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER <p>The City of Mobile Building Services Department P.O. Box 1827 Mobile, AL 36633-1827</p>	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from

accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- M.** Additionally, the City of Mobile reserves the right to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

- B. SCHEDULE OF VALUES:** The Schedule of Values for Basic Services allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for review and approval of the Service Contractor's Invoices for Payment.
- C. UNIT PRICES:** Unit Prices shall be used as a basis for review and approval of the Service Contractor's Invoices for Payment for Additional Services.
- D. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made upon completion of work after each event.
 - 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.
- 7. SAFETY:**
- A.** The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor’s discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor’s operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor’s employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor’s employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor’s obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- a) Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- b) Property Damage \$1,000,000 each occurrence
- c) Or Bodily Injury \$1,000,000 combined single limit and
Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|---|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and Property Damage | \$1,000,000 combined single limit |

4) Excess/Umbrella Liability:

- a) \$5,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5) Additional insurance requirements as listed in Insurance Requirements Section of the bid documents and the executed contract.

6) 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.

7) Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of \$1,000,000 each person and \$1,000,000 each accident.

- 8) “In Rem” endorsement
 - 9) Borrowed Servant/Alternate Employer endorsement in favor of The City of Mobile.
 - 10) Marine General Liability or its equivalent (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Service Contractor.
 - A. Limit of Liability:
 - \$1,000,000 each occurrence bodily injury or property damage
 - \$2,000,000 General Aggregate Limit, on a “Per Project” Basis
 - 11) Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by a Protection and Indemnity policy.
 - 12) The Marine General Liability policy must include an endorsement to cover “Sudden and Accidental” pollution.
 - 13) Additional insurance requirements as listed in Insurance Requirements Section of the bid documents and the executed contract.
- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.
- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor’s negligent acts or omissions during the Service Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor’s negligent acts or omissions during the Service Contractor’s completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the laws of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor’s surety, if any, seven (7) days’ written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner’s convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

SECTION 01000 – SCOPE OF WORK
February 5, 2020

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools, supplies, insurance, and equipment necessary to perform the emergency removal, transportation, storage, cleaning, and reinstallation of the existing EZ Dock floating dock, gangway, handrails, stiff arm and cable anchors, floating booms, and all associated accessories including all lights, benches, fire extinguisher etc. (hereinafter referred to as “Floating Dock”) for the floating dock located at Cooper Riverside Park, Mobile, AL, in accordance with the terms of the Contract. A copy of the EZ-Dock Specifications (attached as Exhibit A), Detailed Drawings (attached as Exhibit B), and Photographs (attached as Exhibit C) are included for Service Contractor’s reference only. Service Contractor shall be solely responsible for verifying available access, all measurements, weights, lifting points, and other conditions as well as methodology of removal and reinstallation.

All Work shall be performed on a “per event”, time and material basis, in accordance with the Schedule of Values and Unit Prices listed in the Agreement.

Basic Services:

- A. The Owner will provide Service Contractor with a minimum of seventy-two (72) hours’ notice of the requirement to remove and relocate the Floating Dock. Service Contractor shall begin staging and removal activities immediately upon written notification by Owner. All relocation and securing of the Floating Dock shall be completed no later than twelve (12) hours prior to the storm event impacting the Mobile metropolitan area. After the storm event has passed, the Owner will notify Service Contractor in writing to begin the relocation and re-installation process. Reinstallation of the Floating Dock shall be completed as soon as possible but no later than fifteen (15) calendar days after the receipt of written notification by Owner. In the event that the Owner elects NOT to re-install the Floating Dock, the Owner may elect to have it moved to another location as directed by the Owner, or have it temporarily stored with the Service Contractor.
- B. Service Contractor shall coordinate all site access, on-site parking, and other related issues with Owner prior to beginning any work on site.
- C. Upon written notification to begin removal and relocation of the Floating Dock, Service Contractor shall disconnect the Floating Dock from the mooring and transport to an insured and secure storage location, securing same prior to the storm event.
- D. Prior to re-installation, Service Contractor shall thoroughly clean the Floating Dock, removing all dirt and marine growth including barnacles. After cleaning, Service Contractor shall inspect the dock, gangway, stiff arm and cable anchors, floating booms and all associated accessories for any damage and report any damage or deficiencies to the Owner’s Service contract Administrator. Any required repairs authorized by the Owner shall be completed under Additional Services (below).
- E. Upon written notification to re-install dock, Service Contractor shall transport the Floating Dock back to Cooper Riverside Park for re-assembly and re-installation at the existing Cooper park location.
- F. Service Contractor shall notify Owner of completion of all relocation activities and shall schedule final inspection with Owner’s Service Contract Administrator. Final payment shall be contingent upon final inspection and approval by Owner.

Additional Services:

- A. After the inspection of the Floating Dock and receipt of a list of damages (if any) under the Basic Services portion of the Contract, The Owner may request a quote for repairs from Service Contractor. Service Contractor's quote shall be based on the Unit prices listed in the Agreement. If acceptable, the Owner will issue a written notice to proceed with the required Additional Services to Service Contractor. Service Contractor shall complete all authorized repairs in a timely manner, prior to relocation and re-installation at Cooper Park.
- B. Inspections for completion of Additional Services Work will be performed by the Owner's Service Contract Administrator.

END OF SECTION

EXHIBIT A – EZ-Dock Specifications

EZ Dock Product Specifications



EZ Dock General Specifications (Revision 04-07-13)

1. Float and Deck Design Standard

1.0 The individual dock section shall consist of decking surface and the float structure, which are to be constructed as a single, integrated component. Each section shall provide for the support of the dead load plus a specified live load of **62.5 pounds per square foot** (lb/ft²). This shall be accomplished without the use of foam for either structural integrity or floatation. The dock sections shall be manufactured by a rotational molding process and each dock section shall be subject to the specific parameters of the particular model.

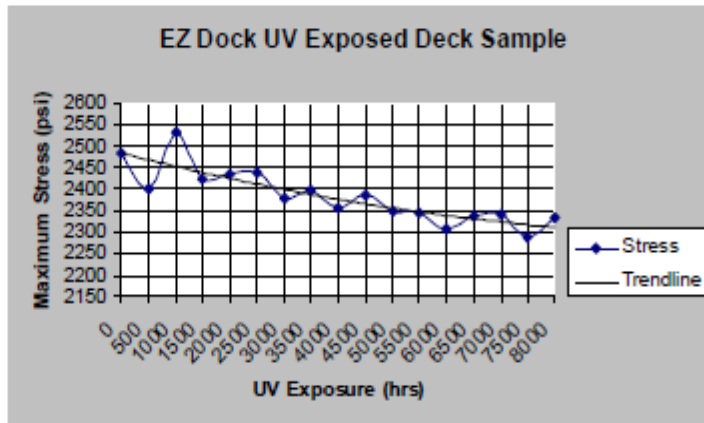
1.1 The individual dock section shall consist of a specified number of interior, air filler pylons. These pylons shall provide for floatation in the event of a breach of an exterior wall of the dock section; as well as the structural support for the deck portion of the float. Each pylon shall support the dead load plus a live load of 55 pounds (lb). The volume of each pylon shall be no less than 1540 cubic inches (in³).

1.2 The individual dock sections shall be constructed of the following materials with the following general properties:

a. Virgin Polymer, Thermoplastic, Rotational Molding Grade **Linear Low Density Polyethylene** (LLDPE)

b. An ultraviolet inhibitor system (UV-16) or better spectrometer specification. Laboratory testing conducted for 8000 hours yielded a 6.5% decrease in mechanical properties. The chart to the right shows the UV degradation trend line in relationship to mechanical property decrease over time.

After the first 8000 hours the rate of decay is reduced significantly. Theoretical data indicated that the period of time between 8000 and 16000 hours yields an additional 0.7% decrease in mechanical properties.
(Real life scenario- 8000 hours of UV exposure can be related to approximately 9 years and 16000 hours related to 18 years of outdoor usage in southern Florida. These results show that a life expectancy in excess of 30-40 years is attainable.



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- c. A standard color of beige (or optional other) colorant in accordance with rotomolding standards.
 - d. The **density** of the section shall be approximately .932 grams per cubic centimeter (g/cm^3) or .0338 pounds per cubic inch (lbs/in^3), per ASTM 792-00.
 - e. The dock section shall have a cold **brittleness** temperature equal to, or less than, -130° Fahrenheit (F), per ASTM D-746.
- 1.3 The properties of the exterior **wall thickness** of the dock sections shall be as follows:
- a. The mean exterior material thickness shall be no less than .310 inches (in).
 - b. The corners shall be no less than .650 inches (in).
 - c. The exterior edge thickness shall be no less than 0.50 inches (in) at any particular point.
 - d. The walls of the dock sections shall resist a **shear** of no less than 1900 pounds per square inch (lb/in^2), per ASTM D-732, as well as having the capability of resisting a mean minimum **impact** of no less than 207 foot pounds (ft-lb), per ASTM D5420.
 - e. The **tensile strength** at average failure shall be no less than 2550 pounds per square inch (lb/in^2) with 14% **elongation** at yield, per ASTM D-638-03.
- 1.4 The decking surface shall be composed of a textured or “orange peel” surface with a grid pattern for added adhesion during dry conditions. Drainage of the decking surface shall be accomplished through the use of troughs, which shall have a width of no more than 0.5 inches (in) and a depth of no more than 0.5 inches (in). The drainage troughs shall extend over the width of the dock and shall be positioned at intervals of no less than 4.5 inches (in) and no greater than 6.5 inches (in) over the entire length of the deck
- a. The deck shall have an approximate **coefficient of friction** equal to 0.35 during dry conditions and 0.61 during wet conditions. Simply put, the decking surface is 37% less slick when wet than when dry per ASTM D2394.
 - b. The properties of the decking surface shall be as follows:
 - c. The mean deck thickness shall be no less than 0.315 inches (in).
 - d. The deck thickness shall be no less than 0.290 inches (in) at any particular point.

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- e. The deck shall resist a punching shear which is no less than 1900 pounds per square inch (lb/in²), per ASTM D-732.
- f. The deck shall resist a minimum impact of no less than 120 foot pounds (ft-lb) near the center, or at the point where the deck is thinnest, per ASTM D-3029.
- g. The deck shall resist a minimum impact of no less than 150 foot pounds (ft-lb) within 16 inches (in) of the outside of the dock, per ASTM D-3029.

2. Floating Dock Structure

- 2.0 The dock structure, as a whole, shall consist of the individual sections, which are to be coupled together in the specific configuration desired by the purchaser. Any material used in the dock structure shall provide for resistance to rust, corrosion, and the effects of any fuel or gasoline. All material designed and selected for marine environment and the conditions there of.
- 2.1 A 2-D or 3-D layout drawing of the final configuration, including any accessories, shall be supplied for the purchaser if desired. Recommendations for anchorage can also be provided.
- 2.2 The dock structure shall act as one unit when assembled, so that wave and/or wind action shall produce a minimum amount of motion. The structure shall be secured with either piles, spuds, bottom anchors, or stiff arms. The securing shall allow the structure to rise and fall freely with any water level changes and allow the structure to span waves from crest to crest, while providing a stable walking surface.

3. Connections of Dock Sections

- 3.0 Each dock section shall have molded-in female-type pockets spaced symmetrically along the top and bottom edges, around the entire perimeter of the dock section. These pockets shall be spaced at 19.5 inch (in) intervals, center line to center line, from each other. *All un-used pockets are to be filled with supplied EZ Dock pocket filler (PN # 201030).*
- 3.1 The molded-in female-type pockets shall accept a male-type coupler which shall be secured into the female pocket with the use of a 0.5 inch (in) X 13 inch (in) coupler bolt and nut.
- 3.2 The purpose of such connections is to provide for simple assembly and disassembly, as well as providing for the securing of one section to another. The connection will also provide for the ability to attach EZ Dock accessories to the dock sections.

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- 3.3 Each connection point shall allow for some slippage in the event that an extreme stress is applied. This slippage will allow for disconnection without causing damage either to the male-type couplers or the female-type pockets.
- 3.4 The dock sections shall be connected at increments of 19.5 inches (in), in relation to each other. These connections may be made from any one side of any dock section to any other side of another dock section. These connections may also be used to connect dock sections of differing dimensions and shall provide for ease of assembly, whether the sections are to be assembled on land or in the water.
- 3.5 The male-type coupler shall be constructed of recycled post/pre-consumer recycled tire rubber.
- 3.6 Each male-type coupler shall withstand a pullout force of no less than 2500 pounds (lb) before failure of coupler occurs.
- 3.7 Each of the molded in female connection pockets shall provide for a pullout strength of no less than 3500 pounds (lb), before damage is caused to the dock section.
- 3.8 The accessories shall be connected to the dock system through the use of molded in coupler pockets around the perimeter of the dock sections by the use of either male or female type half-couplers. The male-type half-coupler (hardware connector, PN # S21140SS) shall have a 3.625 inch “T”-bolt embedded within it. The female type half-coupler (hardware connector, PN # S21141SS) shall have a 3.625 inch “T”-nut embedded within it Both types of half-coupler shall withstand a pullout force of no less than 2600 pounds (lb) before failure occurs.

4. Cleats

- 4.0 The tie up cleats shall be constructed of nylon 6,6 and shall have a length of 8-1/16 inches (in) and a height of 1-1/2 inches (in). The cleats shall be connected to the dock sections by two 5/16 inch (in) stainless steel bolts that are threaded into two stainless steel “T” nuts which are molded directly into the dock section. Each of the “T” nuts shall provide for a pull out force of no less than 2000 pounds (lb), so that the cleat may withstand a force of no less than 4000 pounds (lb).
- 4.1 T-nuts shall be molded in the dock sections in sets of two, with the distance between the two “T” nuts being 2-1/4 inches (in).
- 4.2 There shall be three sets of “T” nuts placed along the length of each side of the dock section. The sets of “T” nuts shall be placed at equal distances between the first and second pockets, between the third and fourth pockets, and between the fifth and sixth pockets, along both sides of the dock section.
- 4.3 There shall be one set of “T” nuts at one end of the 40 inch (in) wide dock section placed at equal distances between the two pockets.

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- 4.4 There shall be two sets of “T” nuts at one end of the 60 inch (in) wide dock section placed at equal distances between the three pockets.
- 4.5 There shall be two sets of “T” nuts at both ends of the 80 inch (in) wide dock section. These “T” nuts shall be placed at equal distance between the first and second pockets, and between the third and fourth pockets.

5. Anchorage

- 5.0 The dock system shall be designed to allow for the use of piling of various sizes, spud pipes, cables, or chains attached to a bottom anchor, or stiff-arm attachments for anchorage. Calculations can be supplied at purchaser’s request to support designed anchorage with the assumption that all collected data is accurate. Calculations, permitting, and licensed engineering design available at customers expense.

6. Hand Railing Attachment

- 6.0 The dock structure shall have the ability to accept railing which is constructed to meet the standards established by the Americans with Disabilities Act (ADA), States Organization for Boating Access (SOBA) and the National Uniform Building Code (NUBC). The railing shall be constructed of 1.5 inch (in) O. D., 14 gauge steel tubing. The steel tubing shall be finished either by a 0.003 inch (in) Hot-Dip Galvanizing or by powder coating painting process.

7. Gangways and Access

- 7.0 All construction is to be accordance with the minimum provisions of States Organizations for Boating Access (SOBA) and the guidelines stated by, “Marinas and Small Craft Harbors”. Gangways will be offered in several different material options but the offerings for loads, handrails, guardrails, transition plates, float mounts, shore mounts, and general designs will remain constant. Environmental conditions will influence the accessibility. Design layouts and advice can be supplied at request.
- 7.1 Gangways and Access Ramps shall be designed to support 90 pounds per linear foot (lbs/ftln). The deck and structural components shall be designed to support a concentrated load of 400 applied to any 12 inch X 12inch square. Lateral designed wind loads shall not exceed 77MPH.
- 7.2 Handrails shall be continuous along both sides of the of the walking surface and shall extend 12 inch past the walking surface on both ends. The top rail portion shall not be less than 34 inches nor more than 38 inches above the walking surface. The ends of the handrails shall be returned into the handrail body or terminate with no sharp or catching edges. The mounting and components of the handrails shall be capable of withstanding a lateral load of 50 pounds per linear foot.

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7.3 Decking shall be per project specification and be skid resistant and made from marine grade appropriate materials.

8. Main Docks

8.0 The main docks are the walkways which are subjected to the most amount of traffic. These should be designed to provide for comfortable and easy walking widths. Design of the dock system for such things as pumps, power supplies, storage boxes, etc. to be attached to them, the overall width of the dock sections should have a minimum width of 60 inch (in) wide This will provide ample width for pedestrian traffic.

9. Finger Docks

9.0 The finger widths should be designed to allow for safe and comfortable walking widths. For boat or vessel mooring, a 40 inch (in) wide dock is sufficient to provide for finger stability as well as pedestrian safety for finger lengths up to 20 feet (ft) long. If the length of the finger exceeds 20 feet (ft) long, the 60 inch (in) or 80 inch (in) wide docks should be strongly considered.

10. Wind Exposure

10.0 Boat Profile Height – According to the American Society of Civil Engineers (ASCE) manual published in 1969, for the average height profile compared to the length of the boat, the following will apply.

- For a 10 foot (ft) long boat:
ASCE average height is 3 feet (ft).
For future considerations, will assume average heights up to 6 feet (ft).
- For a 20 foot (ft) long boat:
ASCE average height is 3.5 feet (ft).
For future considerations, will assume average heights up to 7 feet (ft).
- For a 25 foot (ft) long boat:
ASCE average height is 3.6 feet (ft).
For future considerations: will assume average heights up to 7.2 feet (ft).
- For all calculations done using the average boat profile heights, it will be considered that 100% of the boats using the dock will be twice the ASCE average profile.

10.1 Maximum Wind Exposure – From studies it has shown that forces caused by the maximum wind exposure comes from an angle to the boat, instead of directly to the side or to the front of the boat. Due to the non-feasibility of designing a dock system to handle a maximum tornado wind gust, it is suggested that a reasonable wind speed should be chosen. According to the design standards set up by the

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Army Corps of Engineers, the dock system should be designed to withstand wind speeds of up to 77 miles per hour (mph) or 15 pounds per square foot (lb/ft²).

- 10.2 Hidden Boats – It is a common practice to use load factors of 10% to 15% for each hidden boat affected by wind force. That is, every boat that is shielded by another boat, either in front of, or on the side of, will have a decrease in the amount of force which is applied to that boat due to the affect of the shielding boat. The use of a force factor of 15% per hidden boat shall be used in any calculations.
- 10.3 Load From Various Directions – In the designing of the boat dock system, if piles are to be used as the means of support, it is necessary to take into account the force being applied in the direction of the maximum wind exposure only. However, if chains, cables, or deadweights are to be used as the means of support, it would be necessary to take into account the wind exposure from all directions, when designing the dock system.

11. Load Design

11.0 Dead Load

- The dead load shall consist of the entire dock system plus any additional attachments to the dock system.
- Each dock section, without additional attachments, shall provide a **freeboard** of approximately 12.75" inches (in).
- The surfaces of adjacent deck surfaces shall have an elevation difference of no more than 0.125 inches (in).
- The ends of the fingers shall have an elevation of no more than 1 inch (in) above that of the main dock.
- The deck surface of each dock section shall not slope more than 0.5 inches (in) over the 10 foot (ft) length of the dock section.
- The deck surface of each 80 inch (in) X 10 foot (ft) dock section shall not slope more than 0.35 inches (in) over the width of the dock section.
- The deck surface of each 60 inch (in) X 10 foot (ft) dock section shall not slope more than 0.25 inches (in) over the width of the dock.
- The deck surface of each 40 inch (in) X 10 foot (ft) dock section shall not slope more than 0.15 inches (in) over the width of the dock section.

11.1 Live Load Due To Vertical Loads

- Under dead load conditions plus an additional 30 pounds per square foot (lb/ft²) of uniform live load, flotation shall provide for a minimum of 7 inches (in) of freeboard.
- The dock structure shall support a concentrated vertical load of up to 400 pounds (lb)

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at any particular point on the surface of the deck. The structure shall accomplish this while maintaining flotation.

11.2 Live Load Due To Horizontal Loads

- a. The dock system shall sustain the stated design loads applied by normal current and/or debris which are normal to a particular location. (In extreme conditions other procedures such as additional anchorage, anchorage release, and/or dock system removal may be necessary.)
- b. The dock system shall be capable of sustaining continuous wave action of up to 1 foot and occasional wave action not in excess of 3 feet during storm conditions.
- c. The dock sections shall sustain any loads applied by non-moving ice without damage.
- d. The dock system shall be compatible for the use of any boat or vessel size with a properly designed anchorage/mooring system. Boats or vessels over 35ft should be moored directly to the anchorage system.
- e. The dock system and anchorage shall be capable of withstanding sustained wind loads of 77 miles per hour (mph), or 15 pounds per square foot (lb/ft²), at 100% boat occupancy, unless otherwise specified.
- f. The dock system shall be capable of withstanding the impact force caused by a 35 foot boat striking the end of a finger at a speed of 2 miles per hour (mph) and at an angle of 10° off center.

12. Designing for Layout

The dock system, anchorage, and connections shall be designed according to the recommendations of the American Society of Civil Engineers Manual and Report on Engineering Practice Number 50, "Planning and Design Guidelines for Small Craft Harbors", the revised edition.

Works Cited:

Cambridge Materials Testing Limited: Laboratory #: 476905-08, June 5, 2008, Cambridge, Ontario
Toboasspm, P.E, Bruce O, and Kollmeyer, Ph.D., Ronald C. *Marinas and Small Craft Harbors*.
New York: Van Nostrand Reinhold, 1991. Print.

Terry Boyd, John McPherson, Jill Murphey, Tim Bazley, Bobby Edwards, Mike Hough, Kent Skarr.
Design Handbook for Recreational Boating and Fishing Facilities: Second Edition, 2006. Print

Revised 09-03-09

EZ Dock Inc. 878 Highway 60 • Monett, MO 65708 • 888-654-8168 • fax: 417-235-2232 • www.ez-dock.com



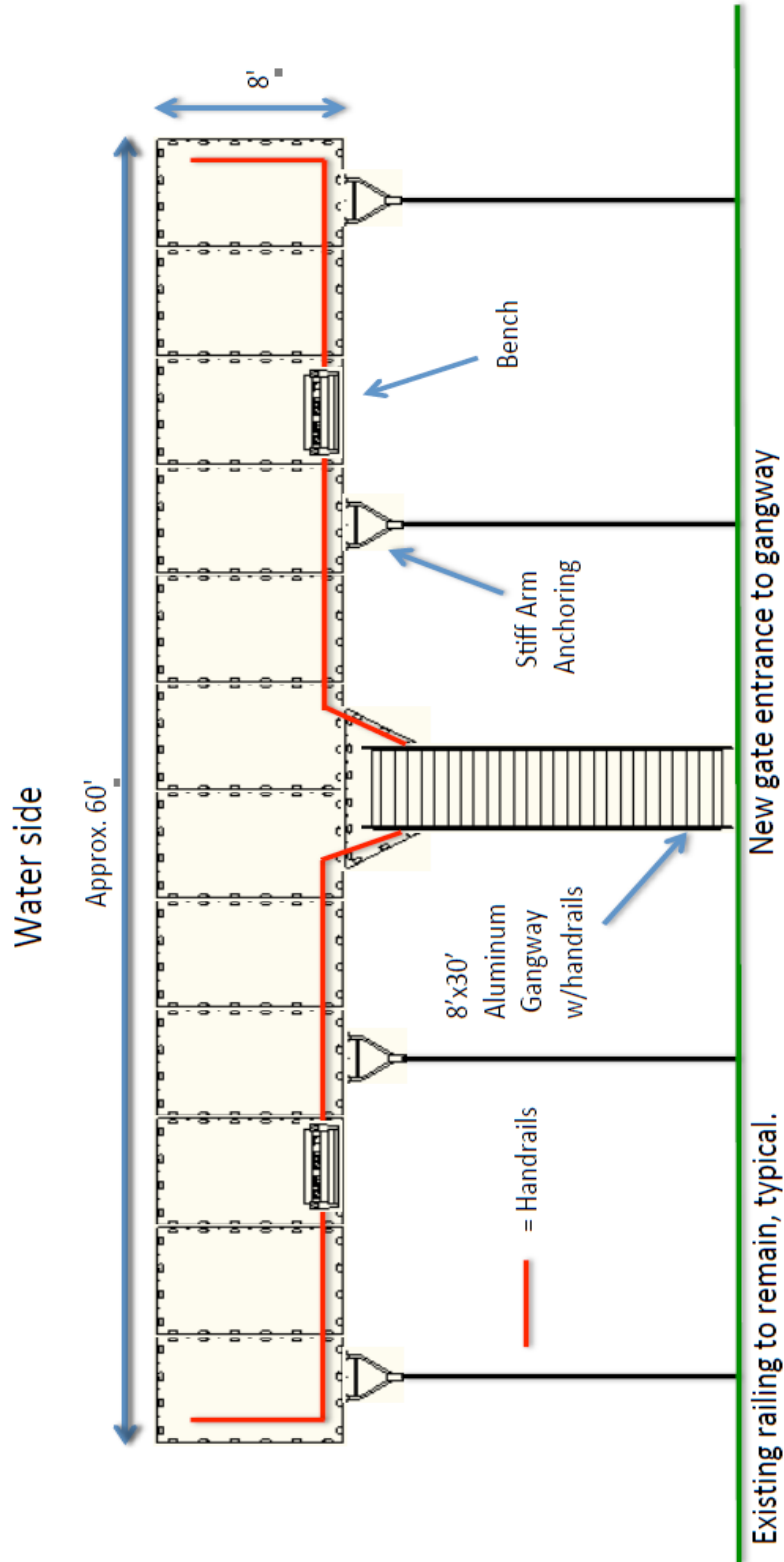
-EZ Dock Confidential-



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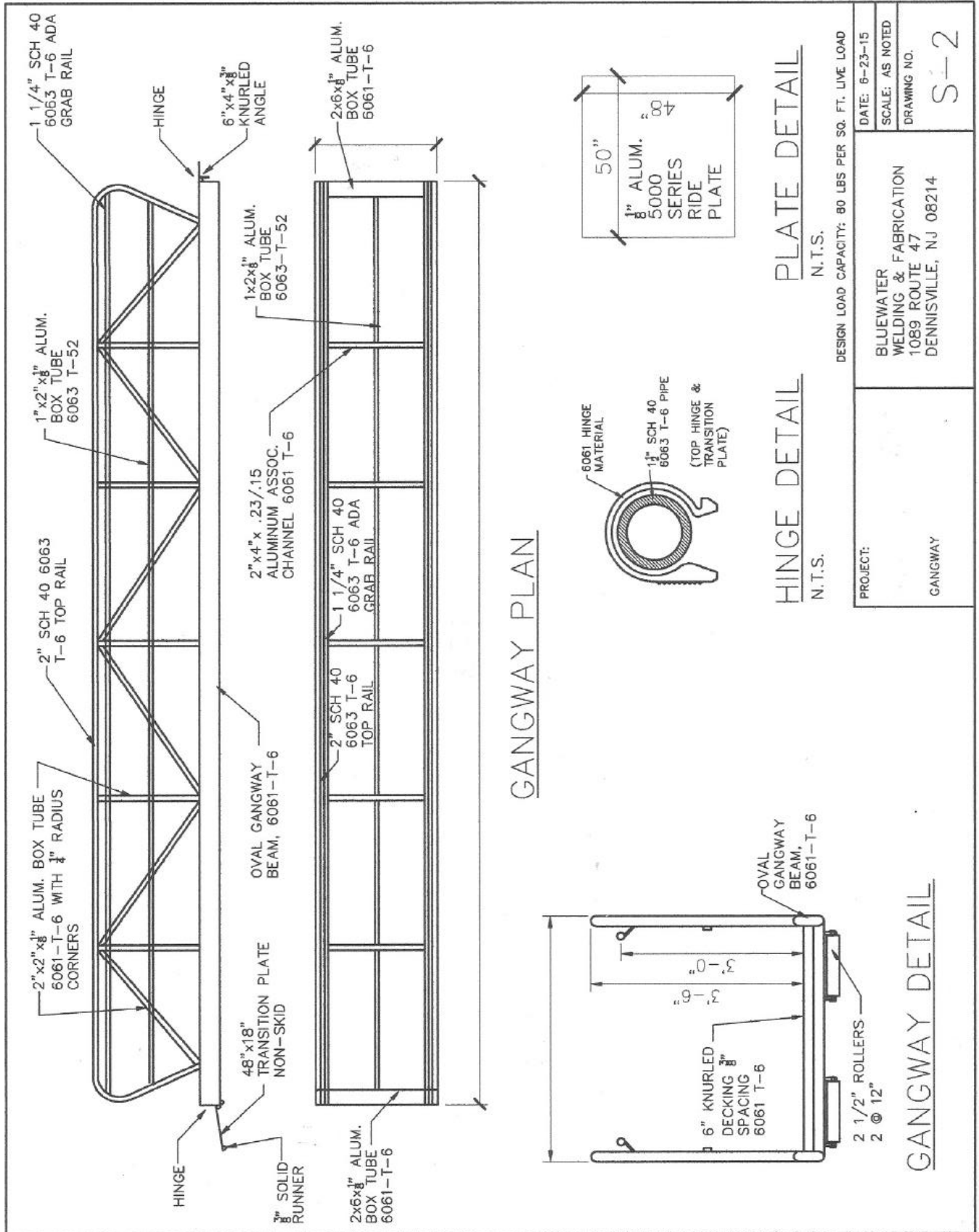
EXHIBIT B – DETAILED PLANS





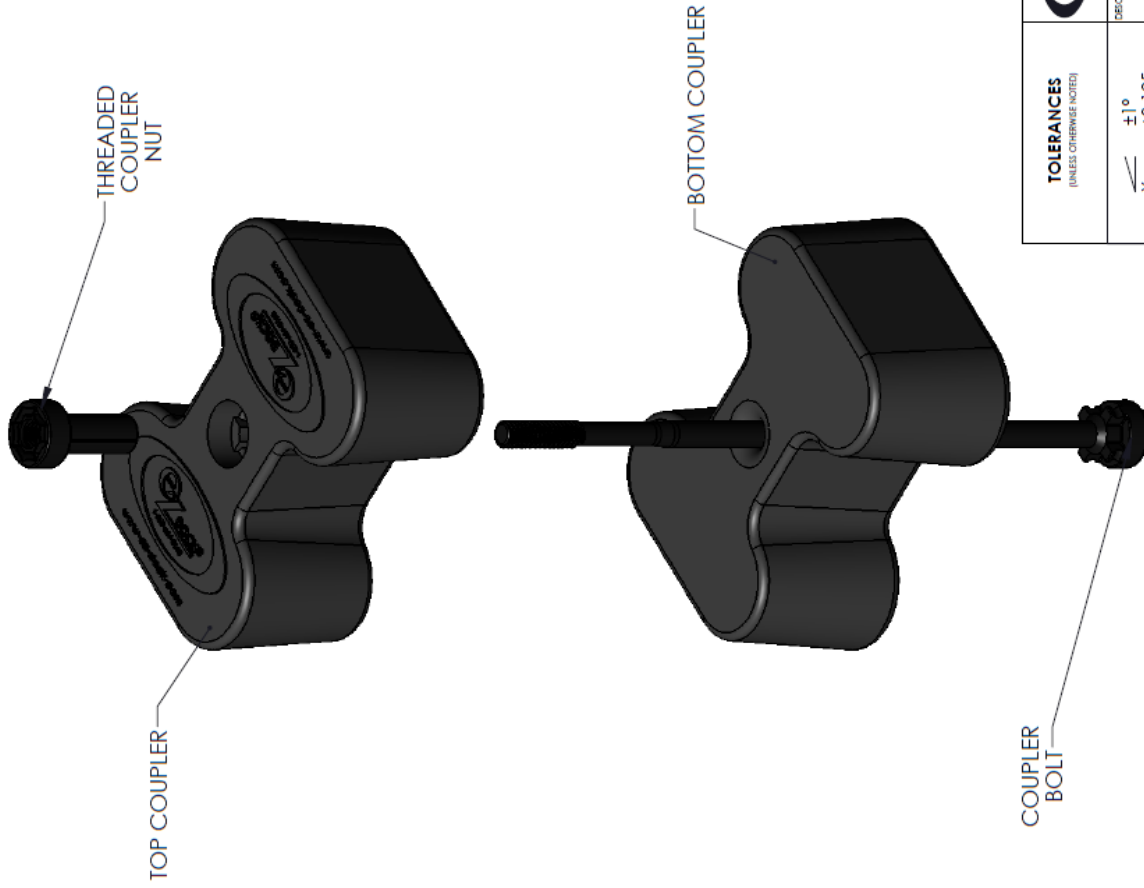
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Proposed Floating Dock Plan for Cooper Riverside Park Mobile, Alabama

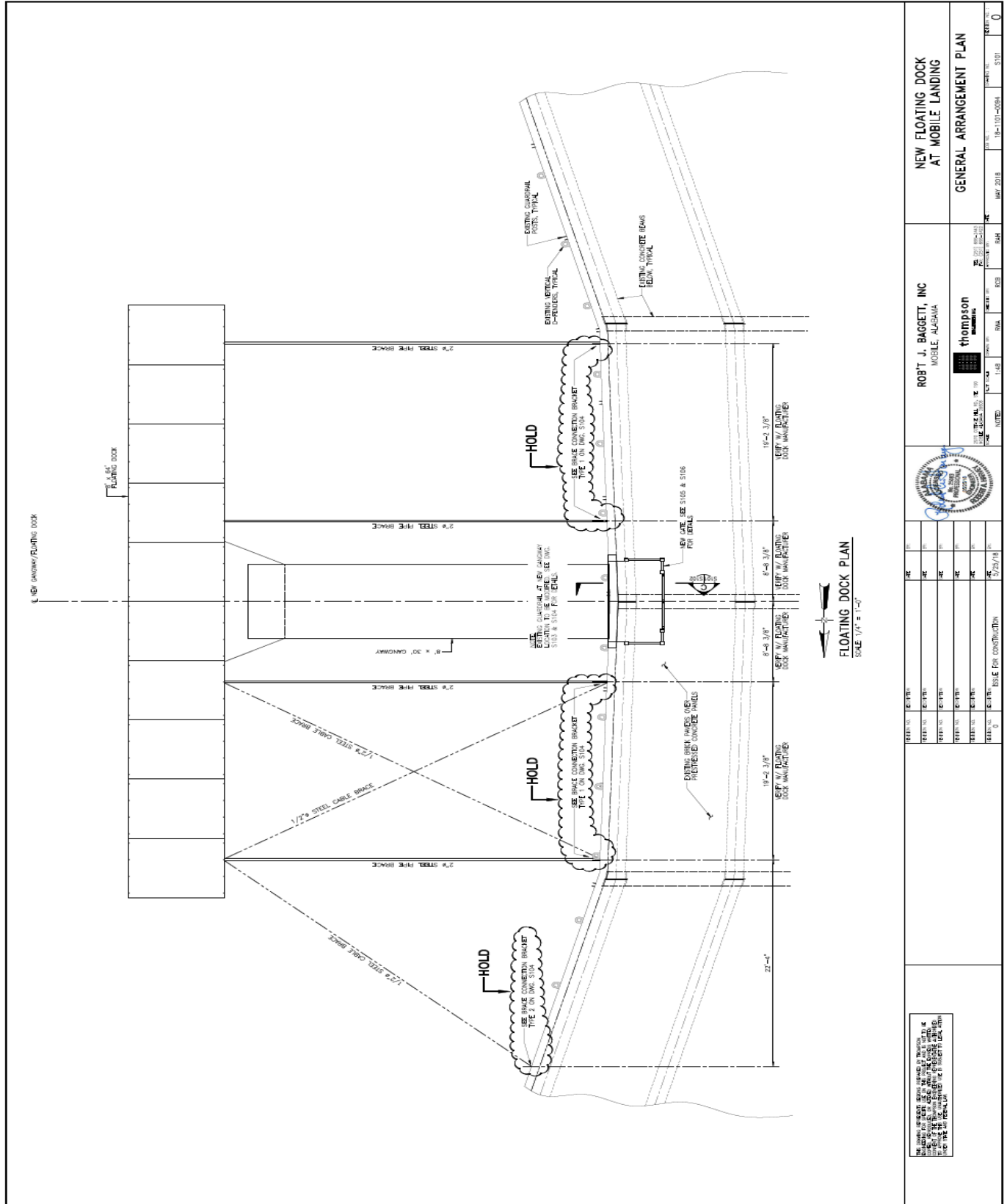


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 RELATIVE LEVEL

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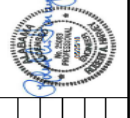


TOLERANCES (UNLESS OTHERWISE NOTED) X ±1° X/Y ±0.125 X/Y ±0.063 X.XX ±0.031 X.XXX ±0.016 ALL BENDS 90° ALL BEND RADIUS EQUAL TO MATERIAL GAUGE	DESCRIPTION: COUPLER SET WT. LBS.: 9.7
	EZ Dock, Inc. 878 E. Highway 60 Morrett, MO 63708 FX 1-417-235-2232 1-888-654-8168
DATE: _____ DATE: _____ DATE: _____ DATE: _____	PART NO.: 301100 OF 1



FOR THE CITY OF MOBILE, ALABAMA, THE ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED PROJECT AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CITY OF MOBILE, ALABAMA, DESIGN STANDARDS AND REGULATIONS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

REV. NO.	DATE	DESCRIPTION
0	5/22/18	ISSUE FOR CONSTRUCTION
1		
2		
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ROBT J. BAGGETT, INC
MOBILE, ALABAMA

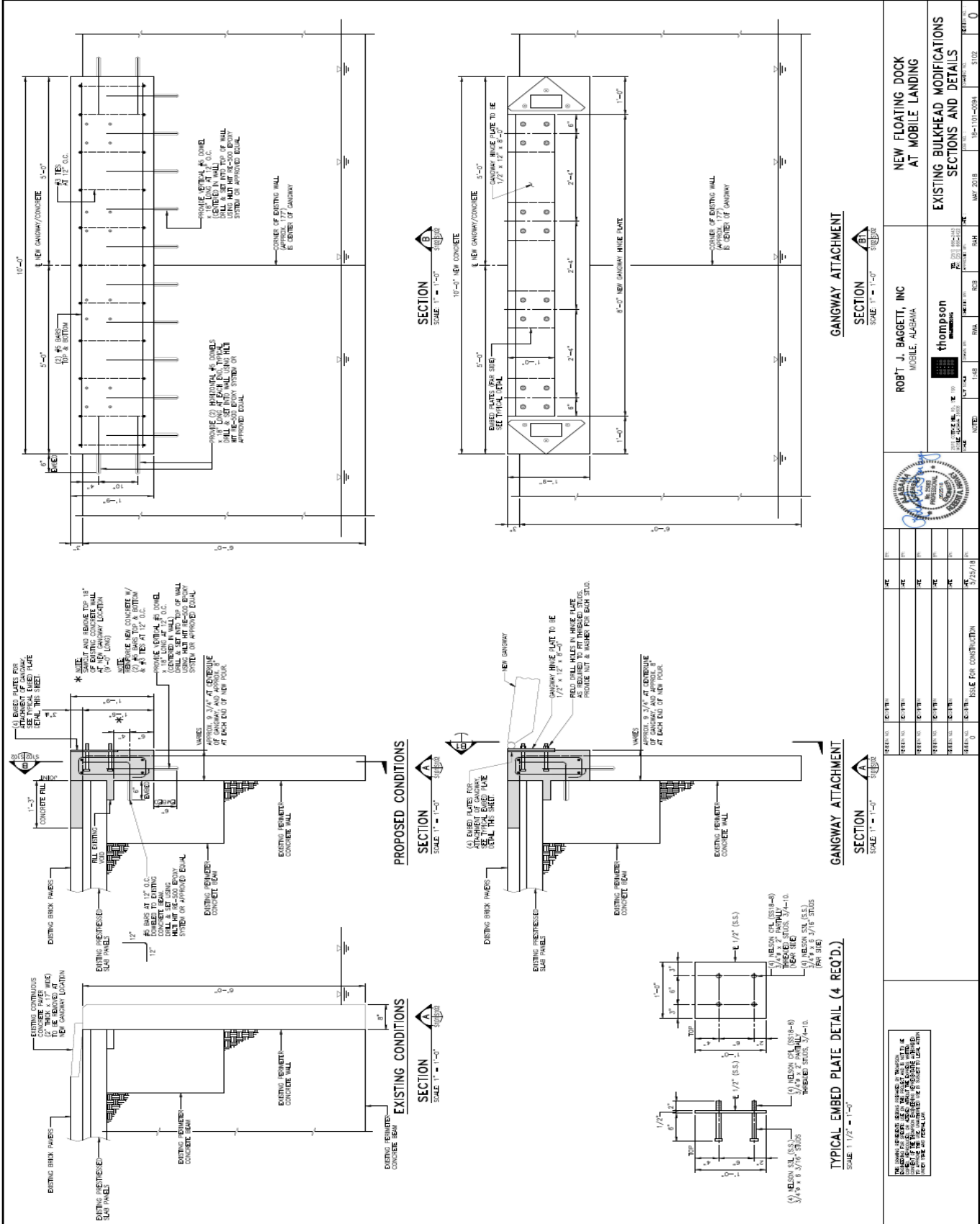
thompson
PROJECT MANAGER

DATE: 5/22/18
SCALE: 1/4" = 1'-0"

NEW FLOATING DOCK AT MOBILE LANDING

GENERAL ARRANGEMENT PLAN

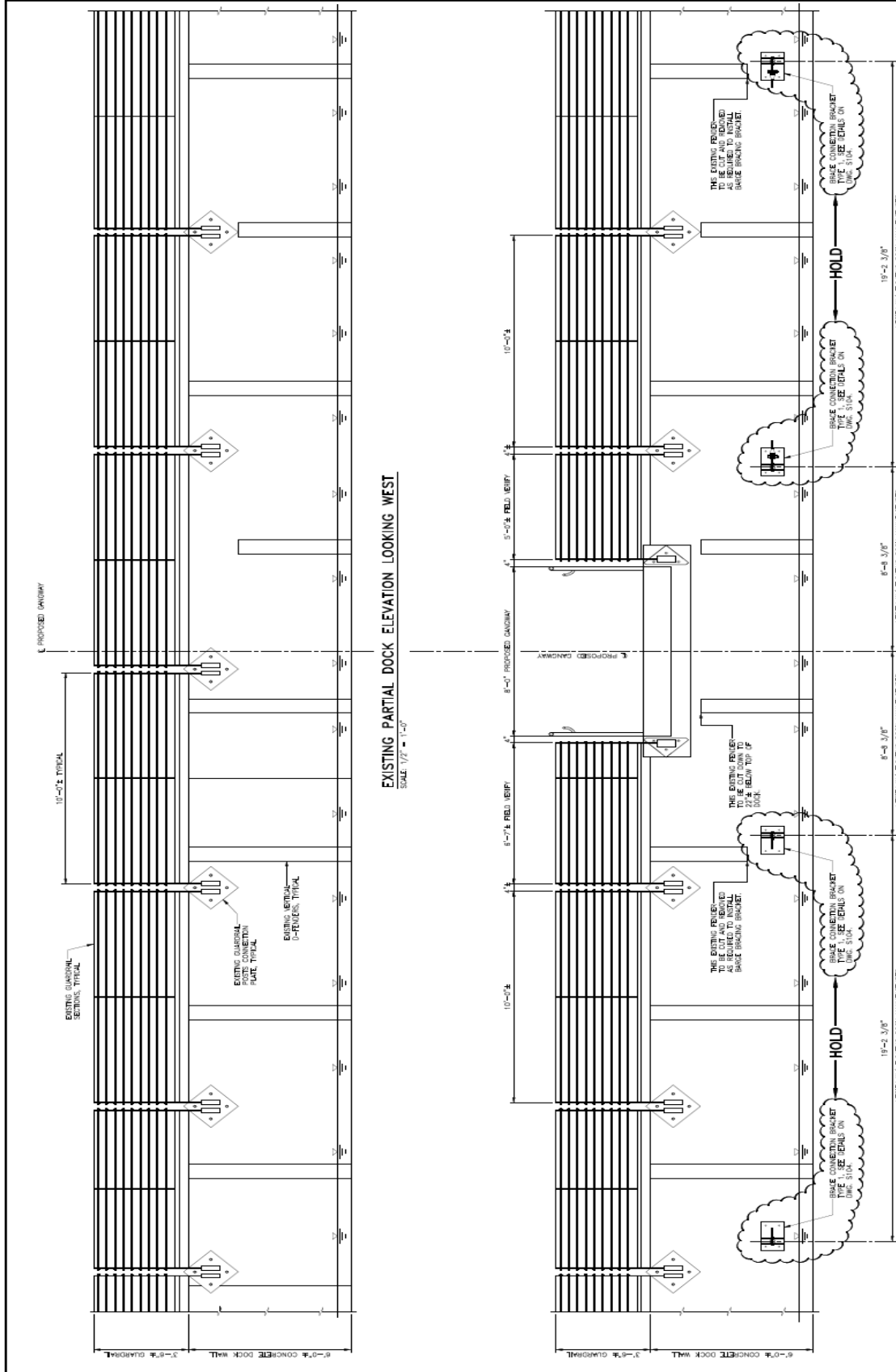
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PROJECT NO: 18-101-0084
SHEET NO: 3/31
TOTAL SHEETS: 3



REVISIONS					
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3	02/15/18	BHW	REVISIONS TO CONSTRUCTION	AS SHOWN	02/15/18
4	03/01/18	BHW	REVISIONS TO CONSTRUCTION	AS SHOWN	03/01/18
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		ROBT J. BAGGETT, INC. MOBILE, ALABAMA thompson		PROJECT NO. 18-001-0034 SHEET NO. 102 DATE: MAY 2018 SCALE: AS SHOWN	
NEW FLOATING DOCK AT MOBILE LANDING		EXISTING BULKHEAD MODIFICATIONS SECTIONS AND DETAILS		PROJECT NO. 18-001-0034 SHEET NO. 102 DATE: MAY 2018 SCALE: AS SHOWN	

EXHIBIT B – DETAILED PLANS
 PAGE 6 OF 8



EXISTING PARTIAL DOCK ELEVATION LOOKING WEST
SCALE 1/2" = 1'-0"

PROPOSED PARTIAL DOCK ELEVATION LOOKING WEST
SCALE 1/2" = 1'-0"

FOR THE CITY OF MOBILE: _____

FOR THE ENGINEER: _____

DATE: _____

SCALE: _____

PROJECT: NEW FLOATING DOCK AT MOBILE LANDING

DRAWING NO.: 19-110-009A

DATE: MAY 2018

SCALE: 1/2" = 1'-0"

PROJECT: PARTIAL DOCK ELEVATIONS

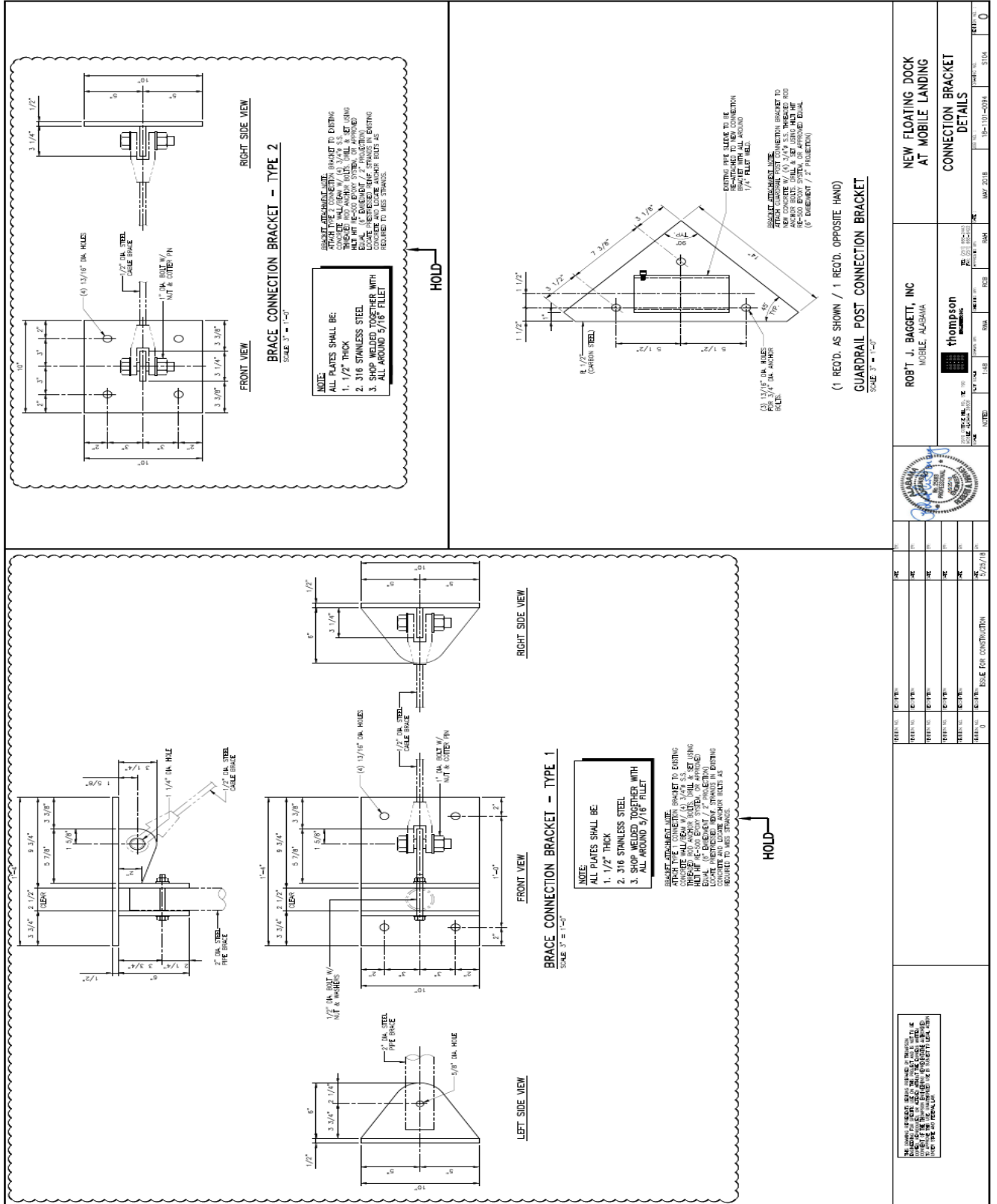
ENGINEER: ROBT J. BAGGETT, INC. MOBILE, ALABAMA

ENGINEER'S SEAL: [Seal]

THOMPSON BUILDING

REVISIONS:

NO.	DATE	DESCRIPTION
1	05/25/18	BASE FOR CONSTRUCTION



End of Section

	ROBT. J. BAGGETT, INC. MOBILE, ALABAMA 	NEW FLOATING DOCK AT MOBILE LANDING CONNECTION BRACKET DETAILS
	DATE: 05/13/2018 TIME: 11:48 AM USER: RJB PLOT NO.: 0 SHEET NO.: 0 TOTAL SHEETS: 0	PROJECT NO.: 18-101-020H SHEET NO.: 0 TOTAL SHEETS: 0

EXHIBIT C – Photographs









