



## **AGENDA**

### **MOBILE CITY COUNCIL MEETING**

Tuesday, October 30, 2018, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**  
Dr. Julius Bryant, Sweet Pilgrim Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
7. **COMMUNICATIONS FROM THE MAYOR**
8. **REPORTS OF COMMITTEES**
9. **NEW COMMITTEE ASSIGNMENTS**
10. **ADOPTION OF THE AGENDA**
11. **APPEALS**

Request of Laqueena Wright, Loving Thou Neighbor as You Love Yourself, for a waiver of the Noise Ordinance at 2204 Halls Mill Road on November 17, 2018, from 11:00 a.m. until 3:00 p.m. (District 5) (held over from October 23, 2018).

## **12. PUBLIC HEARINGS**

Public hearing to determine if the structure at 2060 Clinton Street is a public nuisance and order it demolished (District 1).

Public hearing to determine if the structure at 2062 Clinton Street is a public nuisance and order it demolished (District 1).

Public hearing to determine if the structure at 653 Crawford Lane is a public nuisance and order it demolished (District 2).

**13. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Bill Dillman, Goodwill Easter Seals of the Gulf Coast

Wesley Young

Michael Brown, Public Works Department

**14. CIP RESOLUTIONS BEING HELD OVER**

21-749 Authorize contract with Goram Air Conditioning Company, Inc., for the Dearborn YMCA Chiller Replacement, \$295,870.00 (2018 CIP#2017-149 & G-CPD3246) (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Brad Christensen, Real Estate/Asset Management).

**15. RESOLUTIONS HELD OVER**

21-750 Authorize contract with Gaillard Builders, Inc., for the Mobile Public Library Administration Building - Exterior Repairs, \$179,826.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-751 Authorize contract with Goram Air Conditioning Company, Inc., for HVAC Replacement, Phase II - Mobile Alabama Cruise Terminal, \$176,900.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-752 Approve contract with Blue Cross and Blue Shield of Alabama for 2019 Admin Fees (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Department).

37-753 Approve a Certificate of Public Convenience and Necessity to Michael Dorie, d/b/a Wild Native, Inc., to operate a boat charter service.

60-755 Approve \$1,000 award to Wanda Bonham for Employee Suggestion 4-2018 (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Department).

**16. CONSENT RESOLUTIONS BEING INTRODUCED**

40-759 Declare the structure at 2060 Clinton Street a public nuisance and order it demolished (District 1)

40-760 Declare the structure at 2062 Clinton Street a public nuisance and order it demolished (District 1).

40-761 Declare the structure at 653 Crawford Lane a public nuisance and order it demolished (District 2).



58-762 Authorize removal of weeds, Group #1582.

58-763 Declare Weeds Noxious, Group 1585.

60-764 Determine expenditure of discretionary funds for contribution to the Riviere du Chien Estates Property Owners Association serves a public purpose and approve payment (sponsored by Councilmember Williams).

60-765 Determine expenditure of discretionary funds for contribution to the Quilts of Valor serves a public purpose and approve payment (sponsored by Councilmember Rich).

60-766 Determine expenditure of discretionary funds for contribution to the Historic Mobile Preservation Society serves a public purpose and approve payment (sponsored by Councilmember Rich & Williams).

60-767 Determine expenditure of discretionary funds for contribution to the Historic Oakleigh House Museum serves a public purpose and approve payment (sponsored by Councilmember Williams & Rich).

60-768 Determine expenditure of discretionary funds for contribution to Mobile United serves a public purpose and approve payment (sponsored by Councilmembers Richardson, Manzie, Williams, Rich & Gregory).

60-769 Approve award of special bonus to Jeffrey Lee, Firefighter of the Month, \$500.00 (sponsored by Mayor Stimpson) (submitted by Chief Paul M. Sealy, Mobile Fire-Rescue Department).

## **17. CIP RESOLUTIONS BEING INTRODUCED**

21-770 Authorize a contract amendment with Hutchinson, Moore & Rauch, LLC, for Moore's Creek East Branch-2016 Drainage Improvements, add \$15,509.15 (CIP#212, D4) sponsored by Councilmember Williams & Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

21-770 Authorize contract with Ozark Striping Co., Inc., for application of thermoplastic striping on various streets, \$603,750.00 (sponsored by Mayor Stimpson & City Council) (submitted by Jennifer White, Traffic Engineering).

## **18. RESOLUTIONS BEING INTRODUCED**

09-771 Reallocate \$6,801.50 from Miscellaneous Citywide Drainage - Alabama Municipal Trust Fund Construction to Alabama Municipal Trust Fund McNally Park Dredging, District 3 (2018-3005-23) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

13-772 Authorize change order #1 to the contract with C & C Marine, LLC, for McNally Park Maintenance Dredging, \$21,951.50 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Department).

21-773 Authorize contract with A-1 Fire Protection, Inc., for Fire Sprinkler Repairs - Various Buildings, \$26,727.00 (Sponsored by Mayor Stimpson and City Council) (submitted by Brad Christensen, Real Estate Asset Management).

21-774 Authorize contract with Barter & Associates, Inc., for Parking Deck Repairs-Phase 2, Mobile Alabama Cruise Terminal, \$8,500.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

60-775 Authorize an investigation into the working conditions in the Public Works Department and appoint a special counsel to assist in the investigation (sponsored by Councilmembers Richardson, Manzie and Rich) (submitted by Wanda Cochran, Council Attorney).

**19. CALL FOR PUBLIC HEARINGS**

41-776 Call for public hearing to rezone property at 916 Church Street (northeast corner of Church Street and Marine Street) from B-1 to R-B (scheduled for November 27, 2018) (District 2) (David Shumer, applicant).

**20. ANNOUNCEMENTS**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/25/2018 -  
1:38 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description          | Type       | Upload Date |
|----------------------|------------|-------------|
| Loving Thou Neighbor | Cover Memo | 10/18/2018  |

### **REVIEWERS:**

| Department Reviewer             | Action   | Date                    |
|---------------------------------|----------|-------------------------|
| City Clerk   Merchant, Mary Ann | Approved | 10/18/2018 -<br>9:51 AM |

## APPLICATION FOR WAIVER OF NOISE ORDINANCE

**Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:**

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

**NOTE:** If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

**Please submit your request at least two (2) weeks prior to your event.** The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Loving Thy Neighbor As you Love Yourself Luke Ch. 10:27  
PLEASE PRINT ALL INFORMATION

Organization (if applicable) Laqueena Wright

Mailing Address of Applicant 2116 Tangerine AVE

Telephone No. 251-513-3688 E-mail address laqueena.wright@gmail.com

Location or address of event where amplification will be used:

B&H Parking Lot (Hall Mills Rd 2204)

Date of Event: Nov. 12th 2018 Starting Time: 11-3pm Ending Time 3pm  
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Stop violence, and Love on your Neighbor

Do you plan to serve alcohol at this event? \_\_\_\_\_ YES \_\_\_\_\_ ☒ NO

**Music containing obscene language or profanity is prohibited**

Send form/letter to: Lisa C. Lambert, City Clerk  
P. O. Box 1827 Mobile, AL 36633  
(251) 208-7411; Fax: (251) 208-7576  
Or e-mail to: [simona@cityofmobile.org](mailto:simona@cityofmobile.org)

CITY CLERK'S OFFICE  
MOBILE, AL  
WE, OCT 17, AM 11:49 RCV



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description         | Type       | Upload Date |
|---------------------|------------|-------------|
| 2060 Clinton Street | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer             | Action   | Date                    |
|---------------------------------|----------|-------------------------|
| City Clerk   Merchant, Mary Ann | Approved | 10/25/2018 -<br>9:17 AM |

## **RESOLUTION**

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **2060 Clinton Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 7, 8, 14 and 15 and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2060 Clinton Street** as:

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 BLOCK B TOULMINVILLE EXTENSION MBK 3 PAGE 701 THEN RUN SOUTHWESTERLY ALONG THE NORTH LINE OF CLINTON STREET 50 FT(S) TO THE POINT OF BEGINNING. CONTINUE SOUTHWESTERLY 40 FT THEN RUN NORTHERLY 202.16 FT THEN NORTH 100.72 FT THEN SOUTHERLY 195.39 FT THEN CONTINUE SOUTHERLY 100 FT TO THE POINT OF BEGINNING.**

**Parcel Number: 29 02 44 0 024 255.007**

**Last Assessed to: FOX ANNIE D**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

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City Clerk



**MUNICIPAL ENFORCEMENT DIVISION**

October 15, 2018



**TO:** Lisa Lambert, City Clerk

**FR:** Gary Jackson, Program Coordinator  
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 30, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2060 CLINTON STREET.**  
OWNED BY OR MAY HAVE AN INTEREST: **FOX ANNIE D** IS A PUBLIC NUISANCE AS SET FORTH  
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE  
ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 024 255.007**

**COUNCIL DISTRICT 1 – FREDRICK RICHARDSON**

**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md

MEO: M. Davis

Date: 08/10/2018

Property Address: 2060 Clinton St.

District No: 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**



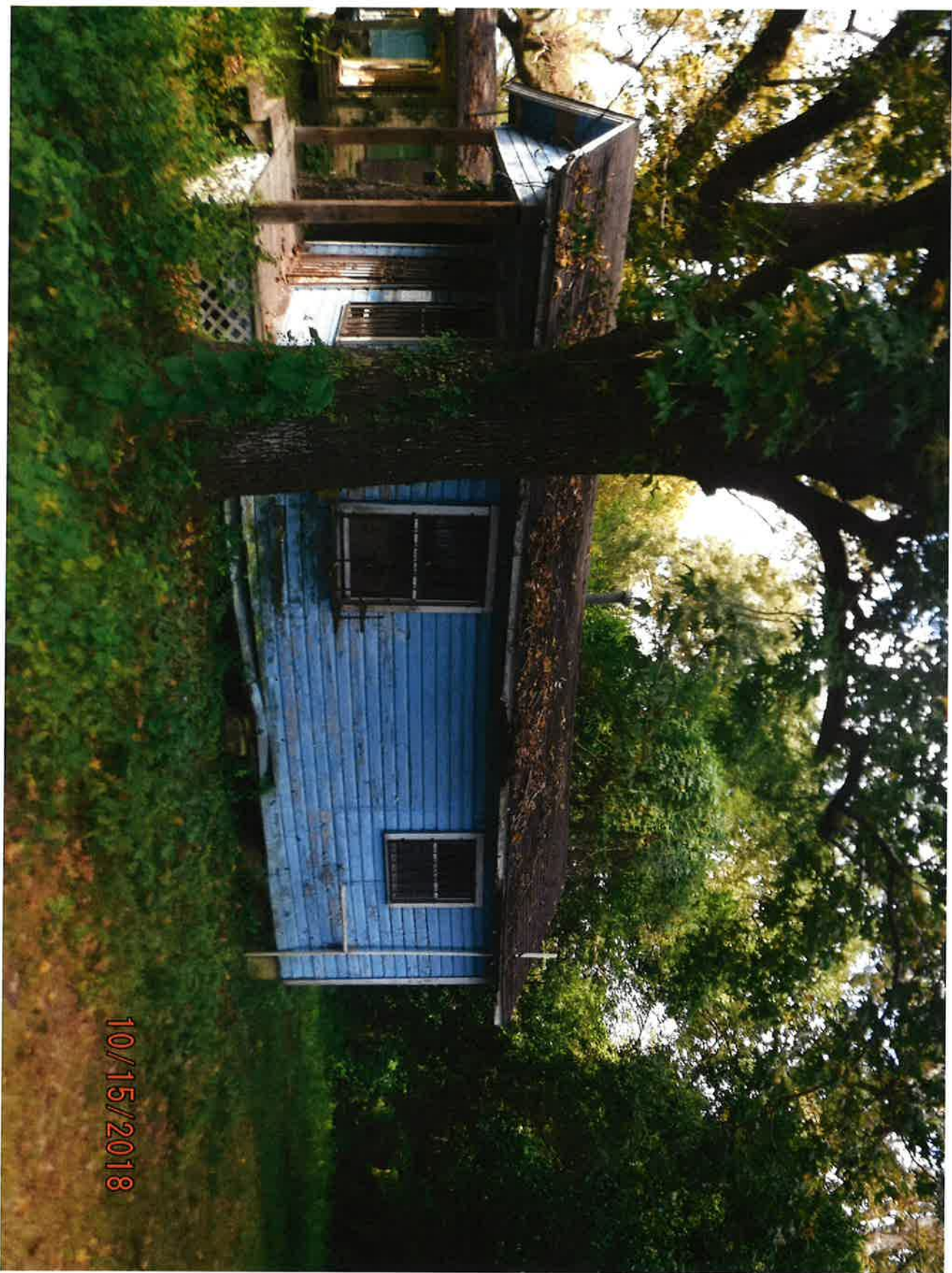
10/15/2018



**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**



**10/15/2018**



**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**

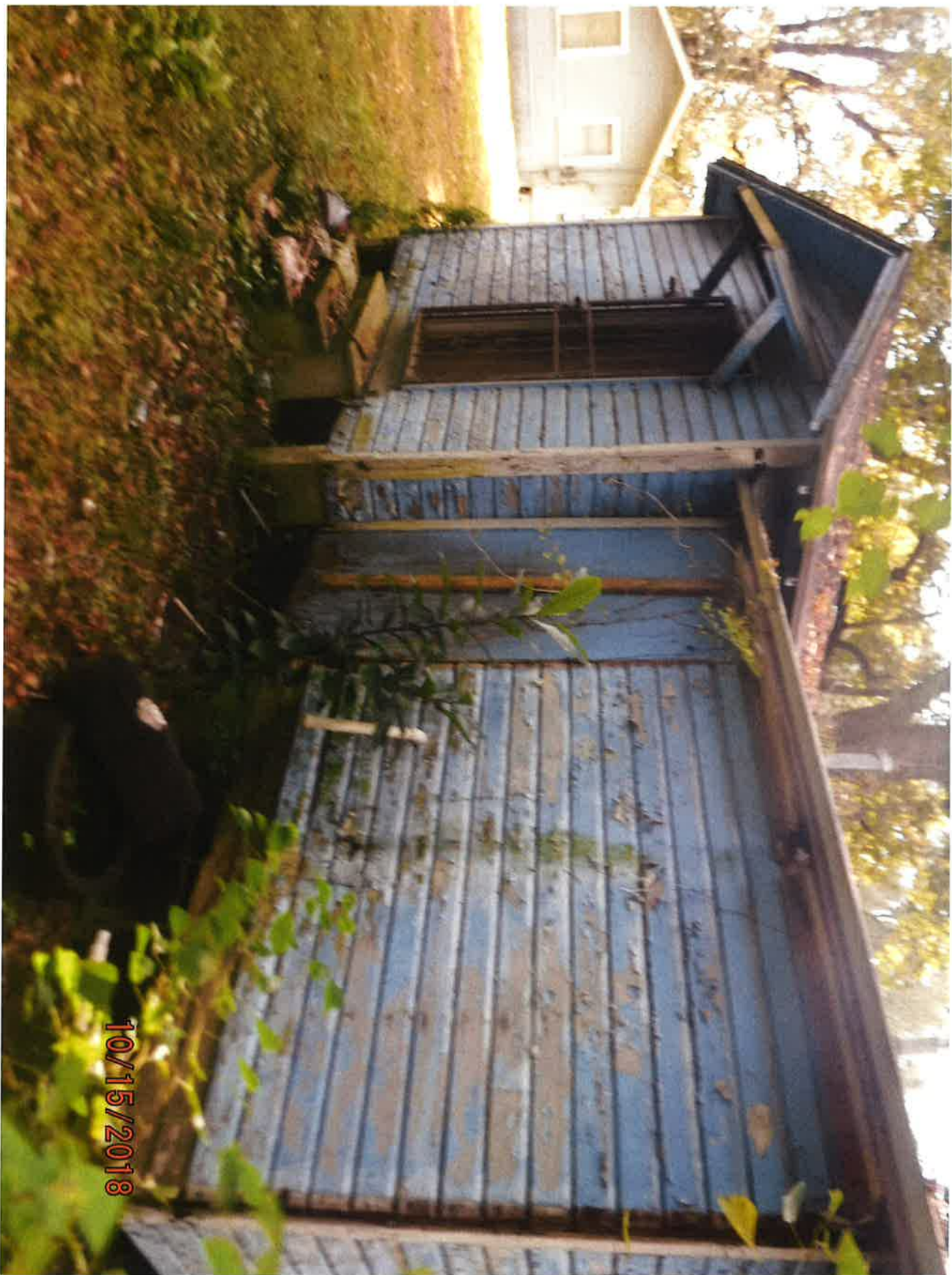




**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**



**10/15/2018**

**Notice to Remedy Dangerous/Unsafe or Blighted Structure  
Municipal Enforcement**



Annie D. Fox  
765 Donald Street  
Mobile, AL 36617

September 6, 2018

RE: **2060 Clinton Street**  
**Project Number: ME-039-18**

Dear Annie D. Fox:

On August 10, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2060 Clinton Street.

I. **PROPERTY** The legal description of the Property is as follows:

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 BLOCK B  
TOULMINVILLE EXTENSION MBK 3 PAGE 701 THEN RUN  
SOUTHWESTERLY ALONG THE NORTH LINE OF CLINTON STREET  
50 FT(S) TO THE POINT OF BEGINNING. CONTINUE  
SOUTHWESTERLY 40 FT THEN RUN NORTHERLY 202.16 FT THEN  
NORTH 100.72 FT THEN SOUTHERLY 195.39 FT THEN CONTINUE  
SOUTHERLY 100 FT TO THE POINT OF BEGINNING.**

**Parcel Number: 29 02 44 0 024 255.007**

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

**Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

**Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.**

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **October 21, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 21, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 21, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 30, 2018 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

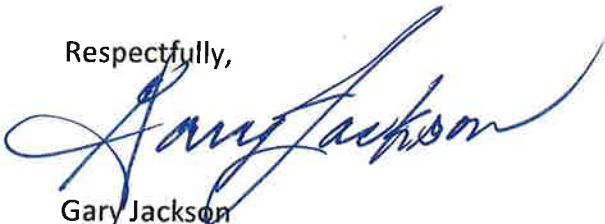
- ☐ Repaired; or,
- ☒ Demolished



- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

JB

**RE:** 2060 Clinton Street

Date: August 7, 2018

**FROM:** Rhonda Lewis, Real Estate Dept

**TO:** Business Services / Municipal Enforcement Division

Title Report effective date: July 30, 2018

**Per the Title Report, the owner is:** Annie D. Fox

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

1. Annie D. Fox  
765 Donald Street  
Mobile, AL 36617-3416

**TAXES: 2017 TAX SALE TO:**

2. Alabama Department of Revenue  
ATTN: Shelly Tice  
Property Tax Division  
P. O. Box 327210  
Montgomery, AL 36132-7210

**Open Mortgages:**

3. Sixty St. Francis St., Inc. at Thames, Jackson, Harris Co., Inc.  
60 St. Francis Street  
Mobile, AL 36633

NOTE: VLD Sixty St. Francis Street, Inc. to Annie D. Fox recorded VLD 5221 P1813, dated 8/30/2002, recorded 9/11/2002

**Parties with recorded liens per Title Report:**

4. James Alan Nadler, Esq.  
Attorney for Cavalry Portfolio Service  
2871 Acton Rd., Ste. 101A  
Birmingham, AL 35243

NOTE: Judgement - Cavalry Portfolio Service vs. Annie D. Fox, recorded 5/11/2011, VLD 6776/P 578

Lis Pendens filed by the City of Mobile vs Annie D. Fox, dated March 8, 2018 and recorded on March 20, 2018, RP 7615 P 1147.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description      | Type       | Upload Date |
|------------------|------------|-------------|
| 2062 Clinton St. | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer           | Action   | Date                 |
|-------------------------------|----------|----------------------|
| City Clerk Merchant, Mary Ann | Approved | 10/25/2018 - 9:18 AM |

## **RESOLUTION**

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **2062 Clinton Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 8, 14 and 15 and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2062 Clinton Street** as:

**A PT OF LOTS 12 & 15 BLK B TOULMINVILLE EXT MBK 3 PGS 701-702 COMM AT THE EXIST NW COR OF WELLWORTH & CLINTON STS & RUN ALG EXIST N ROW/L OF CLINTON ST ON BEARINGS & DIS OF S 51 DEG 46 MIN 30 SEC W 120.86 FT S 65 DEG 30 MIN W 52.92 FT S 67 DEG 25 MIN 30 SEC W FOR 133.16 FT TO THE POB TH CONT S 67 DEG 25 MIN W FOR 50 FT TH RUN 23 DEG 26 MIN 30 SEC W FOR 115.77 FT TH RUN N 03 DEG 46 MIN 30 SEC E ALG THE E ROW/L OF THE E TOULMINVILLE DRAINAGE FOR 96.20 FT TH RUN S 25 DEG 08 MIN 30 SEC E FOR 202.16 FT TO THE POB & CONTG 0.1744 ACS M/L #SEC 44 T4S R1W #MP29 02 44 0 024**

**Parcel Number: 29 02 44 0 024 255.009**

**Last Assessed to: BARNES LEBARON**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure



be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

---

City Clerk

**MUNICIPAL ENFORCEMENT DIVISION**

October 15, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator  
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 30, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2062 CLINTON STREET.**  
OWNED BY OR MAY HAVE AN INTEREST: **BARNES LEBARON** IS A PUBLIC NUISANCE AS SET  
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE  
ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 024 255.009**

**COUNCIL DISTRICT 1 – FREDRICK RICHARDSON**

**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md



# City of Mobile Blight Survey 2017

Report Date - 9/13/2017 2:02:36 PM

## Property Address

**2062 CLINTON ST**

## Property Details

|                |          |                            |  |
|----------------|----------|----------------------------|--|
| Parcel Keyx    | 02687845 | Local Historic Registry    |  |
| Status         | Scored   | National Historic Registry |  |
| Blight Zone    |          | Central Business District  |  |
| Structure Type | R        |                            |  |

## Survey Results

|                             |                      |                             |   |
|-----------------------------|----------------------|-----------------------------|---|
| Danger to Adjoin Property   | N                    | Tax Delinquent              | N |
| Danger to Public ROW        | N                    | Code Violations             | Y |
| Danger to Human/Life/Health | N                    | Utilities Disconnected      | Y |
| Contributing Structure      | N                    | Water Penetrating Structure | Y |
| Vacant                      | Y                    | Fire Damage                 | N |
| Open Bldg Permits           | N                    | Roof Damage                 | Y |
| Bldg Open To Public         | Y                    | Wall Compromised            | N |
| Proximity to Blight         | Y                    | Foundation Compromised      | N |
| Survey Date                 | 1/12/2017 3:22:29 PM | Comments                    |   |

## Property Score

|       |    |                   |                  |
|-------|----|-------------------|------------------|
| Score | 43 | Score Description | Review Committee |
|-------|----|-------------------|------------------|

# NUISANCE ABATEMENT INSPECTION CHECKLIST

**MEO:** M. Davis

**Date:** 08/10/2018

**Property Address:** 2062 Clinton St. **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☐ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**



10/15/2018



**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**





**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**

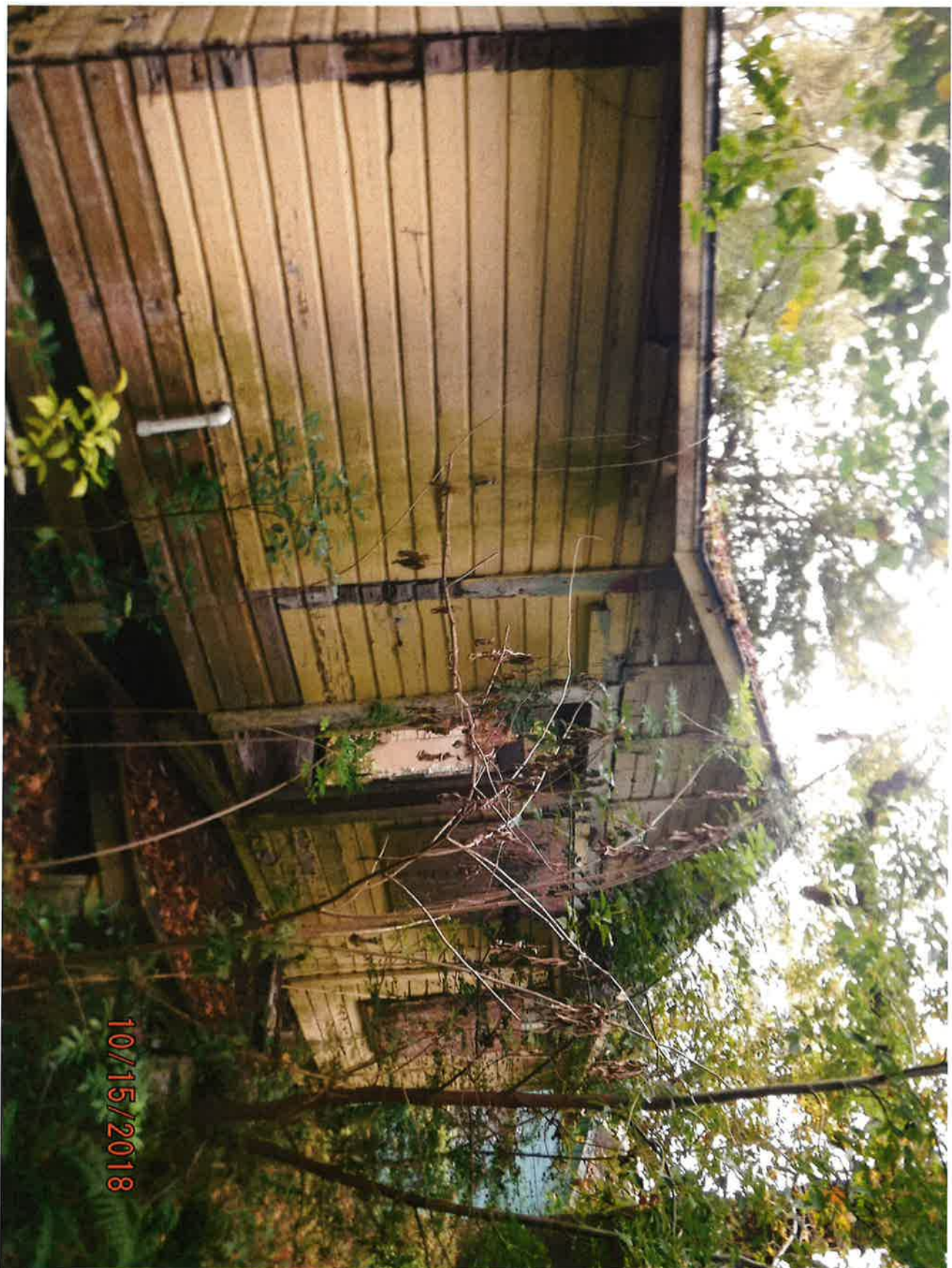




**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**



10/15/2018

**Notice to Remedy Dangerous/Unsafe or Blighted Structure  
Municipal Enforcement**



Lebaron Barnes  
2557 McKinley Street  
Mobile, AL 36610

September 6, 2018

**RE: 2062 Clinton Street**  
**Project Number: ME-526-17**

Dear Lebaron Barnes:

On August 10, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2062 Clinton Street.

I. **PROPERTY** The legal description of the Property is as follows:

**A PT OF LOTS 12 & 15 BLK B TOULMINVILLE EXT MBK 3 PGS 701-702 COMM AT THE EXIST NW COR OF WELLWORTH & CLINTON STS & RUN ALG EXIST N ROW/L OF CLINTON ST ON BEARINGS & DIS OF S 51 DEG 46 MIN 30 SEC W 120.86 FT S 65 DEG 30 MIN W 52.92 FT S 67 DEG 25 MIN 30 SEC W FOR 133.16 FT TO THE POB TH CONT S 67 DEG 25 MIN W FOR 50 FT TH RUN 23 DEG 26 MIN 30 SEC W FOR 115.77 FT TH RUN N 03 DEG 46 MIN 30 SEC E ALG THE E ROW/L OF THE E TOULMINVILLE DRAINAGE FOR 96.20 FT TH RUN S 25 DEG 08 MIN 30 SEC E FOR 202.16 FT TO THE POB & CONTG 0.1744 ACS M/L #SEC 44 T4S R1W #MP29 02 44 0 024**

**Parcel Number: 29 02 44 0 024 255.009**

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

**Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

**Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.**

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **October 21, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 21, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 21, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 30, 2018 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,

☒ Demolished



- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson  
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

JP

**RE:** 2062 Clinton Street

Date: August 7, 2018

**FROM:** Rhonda Lewis, Real Estate Dept

**TO:** Business Services / Municipal Enforcement Division

Title Report effective date: July 30, 2018

**Per the Title Report, the owner is:** Lebaron Barnes

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

1. Lebaron Barnes  
2557 McKinley Street  
Mobile, AL 36610

**TAXES: PAID**

**Open Mortgages:**

2. Sixty St. Francis St., Inc. at Thames, Jackson, Harris Co., Inc.  
60 St. Francis Street  
Mobile, AL 36633

NOTE: VLD Sixty St. Francis Street, Inc. to Lebaron Barnes recorded VLD 6854 P1914, dated 2/20/2012

**Parties with recorded liens per Title Report:**

3. Sandra Cooper Simpson, Esq.  
Zarzour & Schwartz  
Attorney for Capital One Bank  
P.O. Box 11366  
Birmingham, AL 35202

NOTE: Judgement - Capital One Bank USA vs. Lebaron Barnes 7/13/2009, recorded 6568/1575

Lis Pendens filed by the City of Mobile vs Lebaron Barnes, dated February 22, 2018 and recorded on February 26, 2018, RP 7607 P 621.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/25/2018 -  
9:20 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### Funding Source

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/25/2018 -  
1:36 PM





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

No Attachments Available

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/25/2018 -  
11:17 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description   | Type       | Upload Date |
|---------------|------------|-------------|
| Michael Brown | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer             | Action   | Date                    |
|---------------------------------|----------|-------------------------|
| City Clerk   Merchant, Mary Ann | Approved | 10/25/2018 -<br>1:34 PM |

## ADDRESSING THE CITY COUNCIL

|                              |                                       |
|------------------------------|---------------------------------------|
| Today's Date:                | 10-25-18                              |
| Time:                        | 1:00 pm                               |
| Name:                        | Michael Brown                         |
| Address:                     | Trash Dept.                           |
| Phone No.                    | 251-366-6319                          |
| Date to Address Council:     | Oct. 30                               |
| Subject (must be completed): | mistreatment of Trash Dept. employees |
| Specific Questions:          |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |

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Signature

*This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business. Please mail this form to: City Clerk, P. O. Box 1827, Mobile, AL 36633, or fax to: 251-208-7576*



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Gregg Blaize, Director of Facilities Maintenance Department

**Sponsored by:**

Councilmember Levon C Manzie and Mayor Stimpson

**Purpose and Scope of Project:**

To provide labor and materials to replace existing chillers and AHU's at the Dearborn YMCA.

**Amount of Contract:**

\$295,870.00

**Funding Source**

**Project #** Dearborn YMCA Chiller Replacement MP-128-18 **Discretionary Funds**

**Project String** C0345 - 2018 CIP #2017-149 **Contract Number:**  
(\$80,000.00) and G-CPD3246 (\$215,870.00)

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**      **Matching Funds**

**ATTACHMENTS:**

| Description                                 | Type       | Upload Date |
|---------------------------------------------|------------|-------------|
| Dearborn YMCA Chiller Replacement MP-128-18 | Cover Memo | 10/16/2018  |

**REVIEWERS:**

| Department                   | Reviewer          | Action   | Date                  |
|------------------------------|-------------------|----------|-----------------------|
| Real Estate Asset Management | Christensen, Brad | Approved | 10/16/2018 - 12:32 PM |
| Accounting                   | Daniels, Bettye   | Approved | 10/16/2018 - 1:03 PM  |
| Legal                        | Hill, Ashton      | Approved | 10/16/2018 - 3:38 PM  |



Mayors  
Office

Wesch, Paul

Approved

10/18/2018 -  
12:39 PM

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: DEARBORN YMCA – CHILLER REPLACEMENT (321 N WARREN ST)

FACILITY MAINTENANCE PROJECT #: MP-128-18

PROJECT #: C0345-2018 CIP #2017-149 (\$80,000.00) & G-CPD3246 (\$215,870.00)

EXPENDITURE CODE: 20002000-48010 DATE OF RECEIPT: \_\_\_\_\_

PROJECT DESCRIPTION: TO PROVIDE LABOR & MATERIALS TO REPLACE  
EXISTING CHILLERS & AHU'S AT THE DEARBORN YMCA.

CONTRACT AMOUNT: \$295,870.00 (INCLUDES \$5,000.00 CONTINGENCY ALLOWANCE)

VENDOR NAME: GORAM AIR CONDITIONING COMPANY, INC.

VENDOR NUMBER: 74050

DEPT #: 3035 DEPT NAME: FACILITIES MAINTENANCE

CONTRACT ADMINISTRATOR: GREGG BLAIZE DIRECTOR OF FACILITIES MAINTENANCE

Please Select by circling one (Type):

Architectural      Engineering      Testing      Professional Services  
Construction (Unit Price)\* **Construction\*\***      Non Contractual      Performance

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? **Y** N ; **5% of the 1<sup>st</sup> 50%** or

If different, indicate special rate \_\_\_\_\_

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

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

Prepared by: K. Casol Date 10/16/18

## RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

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

Name of Company: GORAM AIR CONDITIONING COMPANY, INC.

Project Name: DEARBORN YMCA  
CHILLER REPLACEMENT

Project Number: MP-128-18

Amount: \$ 80,000.00 (2018 CIP #2017-149)  
+ \$ 215,870.00 (G-CPD3246)  
\$ 295,870.00

Adopted:

---

City Clerk

# AIA® Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the       day of       in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Mobile  
P. O. Box 1827  
Mobile, Alabama 36633-1827

and the Contractor:  
(Name, legal status, address and other information)

Goram Air Conditioning Company, Inc.  
1252 Houston Street  
Mobile, Alabama 36604

for the following Project:  
(Name, location and detailed description)

Dearborn YMCA – Chiller Replacement  
321 North Warren Street  
Mobile, Alabama 36603  
MP-128-18  
To replace Chillers and AHU's at Dearborn YMCA

The Architect:  
(Name, legal status, address and other information)

Isaiah Engineering, Inc.  
411 Azalea Road  
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



## TABLE OF ARTICLES

- |   |                                                        |
|---|--------------------------------------------------------|
| 1 | THE CONTRACT DOCUMENTS                                 |
| 2 | THE WORK OF THIS CONTRACT                              |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION        |
| 4 | CONTRACT SUM                                           |
| 5 | PAYMENTS                                               |
| 6 | DISPUTE RESOLUTION                                     |
| 7 | TERMINATION OR SUSPENSION                              |
| 8 | MISCELLANEOUS PROVISIONS                               |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

*(Paragraph deleted)*

☒ A date set forth in a notice to proceed issued by the Owner.

*(Paragraphs deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

☒ Not later than one hundred forty ( 140 ) calendar days from the date of commencement of the Work.

*(Table deleted)*

*(Paragraph deleted)*

Init.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety Five Thousand Eight Hundred Seventy Dollars and no cents (\$ 295,870.00 ), subject to additions and deductions as provided in the Contract Documents.

|                        |                |
|------------------------|----------------|
| Base Bid:              | \$303,000.00   |
| Contingency Allowance: | \$ 5,000.00    |
| Total Base Bid:        | \$308,000.00   |
| VE (Deduct):           | (\$ 12,130.00) |
| Total Contract Sum:    | \$295,870.00   |

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Five Thousand Dollars and no cents (\$5,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- D. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A  |                       |                         |

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

Init.

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User Notes:

(1415065969)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty ( 40 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

### § 5.1.7 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

*(Paragraphs deleted)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)



The Notice of Completion shall read as follows:

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract for Dearborn YMCA – Chiller Replacement (MP-128-18), 4 South McGregor Avenue, Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Facility Maintenance Department, City of Mobile, 850 Owens Street, Mobile, Alabama 36604.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  - a.) Contractor's Release or Waiver of Liens
  - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, in any, to final payment (AIA form G707, included in contract documents); and
- Any additional close out requirements per the contract documents
- Notarized Affidavit of Notice of Completion advertisement from publisher.

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017 (with Owner's then-current modifications), the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

*(Paragraphs deleted)*

Init.



§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner’s representative:  
(Name, address, email address, and other information)

Gregg Blaize, Director of Facility Maintenance  
850 Owens Street  
Mobile, Alabama 36604

§ 8.3 The Contractor’s representative:  
(Name, address, email address, and other information)

Robert Goram, President  
Goram Air Conditioning Company, Inc.  
1252 Houston Street  
Mobile, Alabama 36606

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:  
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations be by the Contractor or by a Subcontractor 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 the Contractor’s employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the 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 Contractor’s obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance.

Init.

Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
  - A. Bodily Injury by Accident \$1,000,000 each accident
  - B. Bodily Injury by Disease \$1,000,000 each employee
  - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor 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; or
  - C. Bodily Injury & Property Damage \$1,000,000 combined single limit
4. Such comprehensive policy shall include the following:
  - A. All liability of the Contractor, for the Contractor's Direct Operations.
  - B. Subcontractor's Operations.
  - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
  - D. General Aggregate Limit shall apply on a "Per Project" Basis.
  - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
  - F. Broad Form Property damage Coverage, including Completed Operations.
  - G. Personal Injury Liability, with employee's exclusions removed.
  - H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged 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.
  - I. Explosion and Collapse Hazard:  
Included or X Not Applicable.
  - J. Underground Hazard:  
Included or X Not Applicable.
5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves 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; or,  |
| C. | Bodily Injury &<br>Property damage | \$1,000,000 combined single limit |
6. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
  7. Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
  8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
  9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
  10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 8.5.2** The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
6. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
7. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

#### § 8.6

*(Paragraphs deleted)*

#### § 8.7 Other provisions:

Contractor shall provide a one (1) year Labor and five year Equipment Warranty on company letterhead in addition to other warranties required by the Bid Documents.

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for

*(Paragraphs deleted)*

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

*(Paragraph deleted)*

#### .3 Drawings

| Number      | Title                              | Date      |
|-------------|------------------------------------|-----------|
| ATTACHMENTS | MECHANICAL AND ELECTRICAL DRAWINGS | 9/10/2018 |
| General     |                                    | 9/10/2018 |
| G-1.0       | Title Page                         | 9/10/2018 |
| Mechanical  |                                    | 9/10/2018 |
| M-1.0       | Mechanical Symbols and Tables      | 9/10/2018 |
| M-2.0       | Mechanical Site Plan               | 9/10/2018 |
| M-3.0       | Mechanical South Building Plans    | 9/10/2018 |
| M-3.1       | Mechanical North Building Plans    | 9/10/2018 |
| M-3.2       | Mechanical Room Plans              | 9/10/2018 |
| M-4.0       | Mechanical Details                 | 9/10/2018 |

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|            |                                  |           |
|------------|----------------------------------|-----------|
| Electrical |                                  | 9/10/2018 |
| E-1.0      | Electrical Legends and Symbols   | 9/10/2018 |
| E-2.0      | Electrical Site Plan             | 9/10/2018 |
| E-3.0      | Electrical South Building Plans  | 9/10/2018 |
| E-3.1      | Electrical North Building Plans  | 9/10/2018 |
| E-3.2      | Electrical Plans Mechanical Room | 9/10/2018 |

#### .4 Specifications

| Section       | Title                               | Date      |
|---------------|-------------------------------------|-----------|
| DIVISION 1    | GENERAL REQUIREMENTS                | 9/10/2018 |
| Section 01010 | Summary of the Work                 | 9/10/2018 |
| Section 01210 | Allowances                          | 9/10/2018 |
| DIVISION 15   | MECHANICAL                          | 9/10/2018 |
| Section 15005 | Mechanical General                  | 9/10/2018 |
| Section 15060 | Pipe Hangers                        | 9/10/2018 |
| Section 15081 | HVAC and Plumbing System Insulation | 9/10/2018 |
| Section 15610 | Air Cooled Chillers                 | 9/10/2018 |
| Section 15720 | Central Station Air Handlers        | 9/10/2018 |
| Section 15810 | HVAC Fans                           | 9/10/2018 |
| Section 15811 | Sheet Metal Duct                    | 9/10/2018 |
| Section 15821 | Sheet Metal Accessories             | 9/10/2018 |
| DIVISION 16   | ELECTRICAL                          |           |
| Section 16100 | Electrical                          | 9/10/2018 |

#### .5 Addenda, if any:

| Number | Date      |
|--------|-----------|
| 1      | 9/18/2018 |
| 2      | 10/1/2018 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

#### .6 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

#### § 9.2 [ ] Supplementary and other Conditions of the Contract: (Table deleted)(Paragraph deleted)

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

#### § 9.2.1 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or*

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*proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

#### **BIDDING AND CONTRACT REQUIREMENTS**

|               |                                                                                                                                                                 |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 00100 | Invitation to Bid                                                                                                                                               |
| Section 00200 | Instructions to Bidders-AIA Document A701                                                                                                                       |
| Section 00300 | Supplementary Instructions to Bidders                                                                                                                           |
| Section 00400 | Bid Form                                                                                                                                                        |
|               | Sales Tax Form C-3A                                                                                                                                             |
| Section 00500 | Standard Form of Agreement Between Owner and Contractor<br>AIA Document A101                                                                                    |
| Section 00600 | Bonds, Certificates and Affidavits                                                                                                                              |
|               | Performance Bond                                                                                                                                                |
|               | Labor and Material Payment Bond                                                                                                                                 |
|               | E-Verify Documentation (Sample)                                                                                                                                 |
|               | Application and Certificate for Payment-AIA Document G702 and G703                                                                                              |
|               | Certificate of Substantial Completion-AIA Document G704                                                                                                         |
|               | Contractor's Affidavit of Payment of Debts and Claims-<br>AIA Document G706                                                                                     |
|               | Contractor's Affidavit of Release of Liens-AIA Document G706A                                                                                                   |
|               | Consent of Surety to Final Payment-AIA Document G707                                                                                                            |
|               | W9 Request for Taxpayer Identification Number and Certification and<br>City of Mobile Vendor Information Form                                                   |
| Section 00700 | General Conditions of the Contract for Construction-<br>AIA Document A201                                                                                       |
| Section 00800 | SUPPLEMENTARY CONDITIONS (Federal Conditions)                                                                                                                   |
| Exhibit A:    | Federal Conditions                                                                                                                                              |
| Exhibit B:    | Federal Labor Standards Provisions                                                                                                                              |
| Exhibit C:    | Davis-Bacon Act, General Wage Decision<br>Number: AL180173 07/27/2018 AL173                                                                                     |
| Exhibit D:    | Certificate from Contractor Appointing Officer or Employee to<br>Supervise Payment of Employees<br>U. S. Department of Labor Payroll Form WH-347                |
| Exhibit E:    | City of Mobile Certifications for CDBG Contracts                                                                                                                |
| Exhibit F:    | HUD Form 60002, Section 3 Summary Report, Economic Opportunities<br>for Low and Very Low Income Persons<br>HUD Form 2516, Contractor and Subcontractor Activity |

§ 9.2.2 Contractor shall comply with all Federal, State and Local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.

§ 9.2.3 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period.

§ 9.2.4 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.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

Init.

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

City of Mobile

Goram Air Conditioning Company, Inc.

OWNER (Signature)

William S. Stimpson, Mayor  
(Printed name and title)

CONTRACTOR (Signature)

Robert L. Goram, President  
(Printed name and title)

ATTEST:

City Clerk

Director, Gregg Blaize

Init.

## SCOPE OF WORK

## EXHIBIT "A"

**Project Name:** Dearborn YMCA – HVAC Replacement

**Project Location:** Dearborn YMCA  
321 North Warren Street  
Mobile, AL 36603

**Project Number:** MP-128-18

**Scope of Work:**

1. The removal and replacement of two (2) 52-ton chillers.
2. The removal of six (6) Air Handling Units (AHUs) and the installment of four (4) new Air Handling Units.
3. The removal and replacement of the gas piping on the exterior of the building.
4. Provide labor and materials to remove the existing pneumatic thermostat control system which shall include but not be limited to pneumatic control panels, air supplies, tubing, actuated valves, pressure regulators and thermostats. The new thermostatically control system shall be and electrically operated system which shall include but shall not be limited to electrically actuated valves, digital thermostats (with lock boxes) and electric controls panel.
5. New contacts for the existing alarm system shall be added.
6. Thermostats shall be located in accordance with the Engineering Drawings.
7. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site.

Contractor shall provide a One (1) year parts and labor warranty for this project. Contractor agrees to acceptably repair or replace any HVAC component including the coils, piping, ductwork and insulation, etc. found deficient or that fails in materials or workmanship for a period of One (1) year from date of Substantial Completion. Contractor shall promptly repair all deficiencies within the warranty timeframe. Warranty shall be furnished in writing to Owner on Contractor's letterhead upon completion of the project. A warranty inspection shall be scheduled by the owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

Contractor shall provide a Five (5) year equipment warranty installed for this project. Contractor agrees to acceptably repair or replace any HVAC component including the air handling unit and/or controls, etc. found deficient or that fails in materials or workmanship for a period of Five (5) years from date of Substantial Completion. Contractor shall promptly repair all deficiencies within the warranty timeframe. Warranty shall be furnished in writing to Owner on Contractor's letterhead upon completion of the project. A warranty inspection shall be scheduled by the owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

# PAYMENT BOND

The American Institute of Architects, AIA Document No. A312  
(December, 1984 Edition). Any singular reference to Contractor, Surety,  
Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Goram Air Conditioning Co., Inc.  
1252 Houston Street  
Mobile, AL 36606

**SURETY (Name and Principal Place of Business):**

Hartford Casualty Insurance Company  
Hartford Plaza  
Hartford, Connecticut 06115

**OWNER (Name and Address):**

City of Mobile  
P. O. Box 1827  
Mobile, AL 36633-1827

**CONSTRUCTION CONTRACT****Date:**

Amount: \$295,870.00

Description (Name and Location): Dearborn YMCA - Chiller Replacement, 321 North Warren Street, Mobile, AL 36603  
Project # MP-128-18

**BOND**

Date (Not earlier than Construction Contract Date):

Amount: \$295,870.00

Modifications to this Bond: ☐ None ☒ See Page 2

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)  
Goram Air Conditioning Company, Inc.

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)  
Hartford Casualty Insurance Company

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: Lyon Fry Cadden Insurance Agency, Inc.  
P. O. Box 160927, Mobile, AL 36616 (251)473-4600

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):** Isaiah Engineering, Inc., 411 Azalea Road, Mobile, AL 36609

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.



5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract; whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

This Bond is modified in accordance with the attached Rider Entitled A 312 Payment Bond Rider attached hereto and fully incorporated herein.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SURETY

Company: \_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## **A 312 PAYMENT BOND RIDER**

**This rider amends the provisions of the A312 Payment Bond as follows:**

**Paragraph 5 is deleted in its entirety.**

**Paragraph 6 is deleted in its entirety and replaced with the following:**

- 6. When the Surety has received Notice as required in Paragraph 4 above, the Surety shall take the following action;**
  - 6.1) Send an acknowledgment letter to the claimant, with a copy to the Owner, requesting information and documentation necessary to investigate the claim.**
  - 6.2) As soon as reasonably practical under all circumstances, and after having received the requested documentation from the claimant, including a properly executed Affidavit of Claim, advise the claimant of the status of the claim.**

**No provision of this bond shall be interpreted to waive or discharge any right or defense of the Surety or the Contractor. No action or failure to act by the Surety or the Contractor shall be considered to be an admission of liability or a waiver of the Contractor or Surety's right to dispute a claim in whole or in part.**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250403

- |                                     |                                                                                                                  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 11, 2018  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

**PERFORMANCE BOND**

The American Institute of Architects,  
AIA Document No. A312 (December, 1984 Edition)  
Any singular reference to Contractor, Surety, Owner or other  
party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Goram Air Conditioning Company, Inc.  
1252 Houston Street  
Mobile, AL 36606

**CONSTRUCTION CONTRACT**

Date:

Amount: \$295,870.00

Description (Name and Location): Dearborn YMCA - Chiller Replacement, 321 North Warren Street, Mobile, AL 36603  
Project # MP-128-18

OWNER (Name and Address):  
City of Mobile  
P. O. Box 1827  
Mobile, AL 36633-1827

**SURETY (Name and Principal Place of Business):**

Hartford Casualty Insurance Company  
Hartford Plaza  
Hartford, Connecticut 06115

**BOND**

Date (Not earlier than Construction Contract Date):

Amount: \$295,870.00

Modifications to this Bond:

☒ None☐ See Page 2**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)  
Goram Air Conditioning Company, Inc.

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)  
AGENT or BROKER: Lyon Fry Cadden Insurance Agency, Inc.  
P. O. Box 160927, Mobile, AL 36616 (251)473-4600

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)  
Hartford Casualty Insurance Company

Signature: \_\_\_\_\_  
Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Isaiah Engineering, Inc., 411 Azalea Road, Mobile, AL 36609

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or



4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

|                                     |                  |                    |                  |
|-------------------------------------|------------------|--------------------|------------------|
| CONTRACTOR AS PRINCIPAL<br>Company: | (Corporate Seal) | SURETY<br>Company: | (Corporate Seal) |
| <div></div>                         |                  | <div></div>        |                  |
| Address:                            |                  | Address:           |                  |
| <div></div>                         |                  | <div></div>        |                  |
| Name and Title:                     |                  | Name and Title:    |                  |
| <div></div>                         |                  | <div></div>        |                  |
| Signature:                          |                  | Signature:         |                  |
| <div></div>                         |                  | <div></div>        |                  |

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250403

- |                                     |                                                                                                                  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 11, 2018  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



Client#: 14414

GORAI

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/11/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                             |  |                                                                                                                                                                            |                               |
|-------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>PRODUCER</b><br>Lyon Fry Cadden Ins Agency Inc<br>P. O. Box 160927<br>(251) 473-4600<br>Mobile, AL 36616 |  | <b>CONTACT NAME:</b> Charlene Stout<br><b>PHONE (A/C, No, Ext):</b> 251 473-4600<br><b>FAX (A/C, No):</b> 251-450-0032<br><b>E-MAIL ADDRESS:</b> ccstout@lyonfrycadden.com |                               |
|                                                                                                             |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Phoenix Insurance Company                                                                                        | <b>NAIC #</b><br><b>25623</b> |
|                                                                                                             |  | <b>INSURER B:</b> Travelers Property Casualty Co. of Am.                                                                                                                   | <b>25674</b>                  |
|                                                                                                             |  | <b>INSURER C:</b> Bridgefield Casualty Insurance Company                                                                                                                   | <b>10335</b>                  |
|                                                                                                             |  | <b>INSURER D:</b>                                                                                                                                                          |                               |
|                                                                                                             |  | <b>INSURER E:</b>                                                                                                                                                          |                               |
|                                                                                                             |  | <b>INSURER F:</b>                                                                                                                                                          |                               |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSR | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | DTCO3F976153PHX18  | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                              | X         | X        | DT8103F976153PHX18 | 01/01/2018              | 01/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000                                                                | X         | X        | CUP0J5959641826    | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                               |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   |           | X        | 19645069           | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| B        | <b>Inland Marine - Installation Floater</b>                                                                                                                                                                                                                                                                     | X         |          | QT6609D917738TIL18 | 01/01/2018              | 01/01/2019              | \$350000 Project Limit<br>\$25000 Transit/Storage<br>\$2500 Deductible                                                                                                                                                                   |

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

JOB: Dearborn YMCA - Chiller Replacement, 321 North Warren Street, Mobile, AL 36603.

Project No. MP-128-18. General Liability, Automobile Liability & Umbrella Liability: Include the City of Mobile as additional insured as required by written contract. General Liability, Automobile Liability, Umbrella Liability & Workers Compensation: Includes waiver of subrogation. 30 day notice of cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Mobile  
 P. O. Box 1827  
 Mobile, AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gaylord C. Lyon, Jr.*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

4. As a condition of coverage provided to the additional insured by this endorsement:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.



COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>A. Aircraft Chartered With Pilot</li><li>B. Damage To Premises Rented To You</li><li>C. Increased Supplementary Payments</li><li>D. Incidental Medical Malpractice</li><li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li><li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li><li>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li></ul> | <ul style="list-style-type: none"><li>H. Blanket Additional Insured – Lessors Of Leased Equipment</li><li>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</li><li>J. Knowledge And Notice Of Occurrence Or Offense</li><li>K. Unintentional Omission</li><li>L. Blanket Waiver Of Subrogation</li><li>M. Amended Bodily Injury Definition</li><li>N. Contractual Liability – Railroads</li></ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PROVISIONS**

**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

**INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

  - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
  - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### **E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

### **F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### **G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### **H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
  - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- ### **I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### **M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### **N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                     |                                                                       |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>                                            |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>                                                     |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

#### b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

#### 1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

#### 2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

#### (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available



to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

## COMMERCIAL AUTO

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/01/2018** Policy No. **19645069**

Endorsement No.

Insured **Goram Air Conditioning Company, Inc.**

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

Policy No. DT8103F976153PHX18

Effective Date 01/01/2018

Expiration Date 01/01/2019

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



Company ID Number: 122561

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: GORAM AIR CONDITIONING CO., INC.

Company Facility Address: 1252 HOUSTON STREET  
MOBILE, AL 36606

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County or Parish: MOBILE

Employer Identification Number: 630680238

North American Industry  
Classification Systems Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99      Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- ALABAMA      1 site(s)

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

Name: **PAULA G WILLIAMS**  
Telephone Number: **(251) 476 - 5003**      Fax Number: **(251) 476 - 7471**  
E-mail Address: **PWILLIAMS@GORAMAIR.COM**

Company ID Number: 122561

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

05/27/2008

Signature

Date

Company ID Number: 122561

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer GORAM AIR CONDITIONING CO., INC.**

**PAULA G WILLIAMS**

Name (Please type or print)

Title

*Electronically Signed*

**05/27/2008**

Signature

Date

**Department of Homeland Security – Verification Division**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Kimberly Harden, Director of Architectural Engineering Department

**Sponsored by:**

Councilmember Manzie and Mayor Stimpson

**Purpose and Scope of Project:**

To repair the exterior of the building

**Amount of Contract:**

\$179,826.00

**Funding Source**

**Project #** Mobile Public Library Administration  
Building - Exterior Repairs, LI-159-17

**Discretionary Funds**

**Project String** 20002000-48010

**Contract Number:**1873

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                               | Type       | Upload Date |
|-------------------------------------------|------------|-------------|
| Mobile Public Library<br>Exterior Repairs | Cover Memo | 10/11/2018  |

**REVIEWERS:**

| Department                   | Reviewer          | Action   | Date                     |
|------------------------------|-------------------|----------|--------------------------|
| Architectural<br>Engineering | Harden, Kim       | Approved | 10/11/2018 -<br>3:04 PM  |
| Finance                      | McMillan, Marilyn | Approved | 10/11/2018 -<br>5:44 PM  |
| Legal                        | Hill, Ashton      | Approved | 10/12/2018 -<br>10:24 AM |
| Mayors<br>Office             | Wesch, Paul       | Approved | 10/18/2018 -<br>12:40 PM |

## RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

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

Name of Company: Gaillard Builders, Inc.

Project Name: Mobile Public Library Administration Building – Exterior Repairs

Project Number: LI-159-17

Amount: \$179,826.00

Adopted:

---

City Clerk



# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Public Library Administration Building – Exterior Repairs

ARCHITECTURAL ENGINEERING PROJECT# LI-159-17

PROJECT # C0352

DATE OF RECEIPT \_\_\_\_\_

PROJECT DESCRIPTION To repair the exterior of the building

CONTRACT AMOUNT \$179,826.00

VENDOR NAME Gaillard Builders, Inc.

VENDOR NUMBER 295624

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)\* Construction\*\* Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N \_\_\_ ; 5% of the 1<sup>st</sup> 50% \_\_\_\_\_ or

If different, indicate special rate \_\_\_\_\_

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

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

Prepared by: B. Rhodes

Date 10/11/18



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the       day of       in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Mobile  
P. O. Box 1827  
Mobile, Alabama 36633-1827

and the Contractor:  
(Name, legal status, address and other information)

Gaillard Builders, Inc.  
P. O. Box 2925  
Mobile, Alabama 36652

for the following Project:  
(Name, location and detailed description)

Mobile Public Library Administration Building – Exterior Repairs  
700 Government Street  
Mobile, Alabama 36602  
To repair the exterior of the building  
LI-159-17

The Architect:  
(Name, legal status, address and other information)

Douglas B. Kearley, Architect, Inc.  
Ten Wisteria Avenue  
Mobile, Alabama 36607

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1917142584)

## TABLE OF ARTICLES

- |   |                                                        |
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| 1 | THE CONTRACT DOCUMENTS                                 |
| 2 | THE WORK OF THIS CONTRACT                              |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION        |
| 4 | CONTRACT SUM                                           |
| 5 | PAYMENTS                                               |
| 6 | DISPUTE RESOLUTION                                     |
| 7 | TERMINATION OR SUSPENSION                              |
| 8 | MISCELLANEOUS PROVISIONS                               |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

(Paragraph deleted)

☒ A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than ninety ( 90 ) calendar days from the date of commencement of the Work.

(Table deleted)

(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-Nine Thousand Eight Hundred Twenty-Six Dollars and no cents (\$ 179,826.00 ), subject to additions and deductions as provided in the Contract Documents.

|                                                               |               |
|---------------------------------------------------------------|---------------|
| Base Bid:                                                     | \$150,726.00  |
| Value Engineering:                                            | ( \$9,300.00) |
| Revised Base Bid:                                             | \$141,426.00  |
| Contingency Allowance:                                        | \$ 5,500.00   |
| Replacement Wood Windows and<br>Wood Storm Windows Allowance: | \$ 32,900.00  |
| Total Contract Amount:                                        | \$179,826.00  |

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
| N/A  |       |

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: A Contingency Allowance of Five Thousand Five Hundred Dollars and no cents (\$5,500.00) and a Replacement Wood Windows and Wood Storm Windows Allowance of Thirty-Two Thousand Nine Hundred Dollars and no cents (\$32,900.00).

- Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- Upon completion of the Work, the unused portion of the Allowances shall be credited back to the Owner in the form of a Change Order.
- Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item                                                                                                                                                         | Units and Limitations | Price per Unit (\$0.00) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| 1. Remove existing deteriorated Wood Siding, provide and install replacement wood siding to match existing, include prep, prime, paint & set/prime of nails. | Per LF                | \$6.75                  |
| 2. Clean out existing gutters                                                                                                                                | Per LF                | \$1.75                  |
| 3. Provide and install metal rain diverter to match roof color                                                                                               | Per LF                | \$4.50                  |

§ 4.5 Liquidated damages:

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*(Insert terms and conditions for liquidated damages, if any.)*

A time charge equal to two hundred fifty dollars and no cents (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

*(Paragraphs deleted)*

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

**§ 5.1.3** Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty ( 40 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

#### § 5.1.7 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

*(Paragraphs deleted)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Retainage is a sum of two and one half percent (2.5%) of total Contract Sum.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an

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advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Gaillard Builders, Inc. has completed the contract for Mobile Public Library Administration Building – Exterior Repairs, LI-159-17, 700 Government Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  - a.) Contractor's Release of Waiver of Liens
  - b.) Releases or Waivers of Liens from Subcontractor's and Material and Equipment Supplier's;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, in any, to final payment (AIA form G707, included in contract documents); and
- Any additional close out requirements per the contract documents
- Proof of Notice to Completion from publisher.

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017 (with Owner's then-current modifications), the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

Init.



## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Director, Architectural Engineering Department  
P. O. Box 1827  
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Sonny Kearley  
Gaillard Builders, Inc.  
P. O. Box 2925  
Mobile, Alabama 36652

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor 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 the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the 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;

Init.

- .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 Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
  - A. Bodily Injury by Accident \$1,000,000 each accident
  - B. Bodily Injury by Disease \$1,000,000 each employee
  - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor 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; or
  - C. Bodily Injury & Property Damage \$1,000,000 combined single limit
- 4. Such comprehensive policy shall include the following:
  - A. All liability of the Contractor, for the Contractor's Direct Operations.
  - B. Subcontractor's Operations.
  - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
  - D. General Aggregate Limit shall apply on a "Per Project" Basis.
  - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
  - F. Broad Form Property damage Coverage, including Completed Operations.
  - G. Personal Injury Liability, with employee's exclusions removed.
  - H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged 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.
  - I. Explosion and Collapse Hazard:
    - Included or ☒ Not Applicable.
  - J. Underground Hazard:
    - Included or ☒ Not Applicable.

Init.



5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
 

|    |                                    |                                                        |
|----|------------------------------------|--------------------------------------------------------|
| A. | Bodily Injury                      | \$1,000,000 each person<br>\$1,000,000 each occurrence |
| B. | Property damage                    | \$1,000,000 each occurrence; or,                       |
| C. | Bodily Injury &<br>Property damage | \$1,000,000 combined single limit                      |
6. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
7. Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

Init.



The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 8.5.2** The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
6. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
7. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

**§ 8.6**

*(Paragraphs deleted)*

**§ 8.7** Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for

*(Paragraphs deleted)*

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

*(Paragraph deleted)*

- .3 Drawings

Init.

| Number | Title                                | Date      |
|--------|--------------------------------------|-----------|
| T-1    | Title Sheet Index, Index to Drawings | 2/20/2018 |
| BCS-1  | Building Code Summary                | 2/20/2018 |
| A-1    | Exterior Work South Elevation        | 2/20/2018 |
| A-2    | Exterior Work West Elevation         | 2/20/2018 |
| A-3    | Exterior Work North Elevation        | 2/20/2018 |
| A-4    | Exterior Work East Elevation         | 2/20/2018 |

**.4 Specifications**

| Section       | Title                 | Date      |
|---------------|-----------------------|-----------|
| Section 01010 | Scope of the Work     | 2/20/2018 |
| Section 01210 | Allowances            | 2/20/2018 |
| Section 01220 | Unit Prices           | 2/20/2018 |
| Section 01230 | Alternative Bid Items | 2/20/2018 |
| Section 01330 | Submittal Procedures  | 2/20/2018 |
| Section 01731 | Cutting and Patching  | 2/20/2018 |
| Section 01732 | Selective Demolition  | 2/20/2018 |

**DIVISIONS 3, 4, 6, 7, 8, 9, and 10**

|             |                                                          |           |
|-------------|----------------------------------------------------------|-----------|
| Section 3A  | Cast-in-Place Concrete                                   | 2/20/2018 |
| Section 4A  | Masonry                                                  | 2/20/2018 |
| Section 6A  | Rough Carpentry & Exterior Finish<br>Carpentry           | 2/20/2018 |
| Section 6B  | Fiberglass Bases & Columns<br>(Alternates #1 & #2)       | 2/20/2018 |
| Section 7B  | Caulking                                                 | 2/20/2018 |
| Section 8A  | Wood Windows                                             | 2/20/2018 |
| Section 8B  | Glass & Glazing                                          | 2/20/2018 |
| Section 9A  | Painting                                                 | 2/20/2018 |
| Section 10B | Bird Barrier Spikes                                      | 2/20/2018 |
| Appendix A  | MHDC-Certificate of<br>Appropriateness Building/Site COA | 2/20/2018 |

**.5 Addenda, if any:**

| Number | Date      |
|--------|-----------|
| 1      | 3/20/2018 |
| 2      | 4/3/2018  |
| 3      | 4/9/2018  |
| 4-13   | 7/16/2018 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.6 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.

(Table deleted)

**§ 9.2** [ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

**§ 9.2.1** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**BIDDING AND CONTRACT REQUIREMENTS**

|               |                                                                     |
|---------------|---------------------------------------------------------------------|
| Section 00100 | Invitation to Bid                                                   |
| Section 00200 | Instructions to Bidders-AIA Document A701                           |
| Section 00300 | Supplementary Instructions to Bidders                               |
| Section 00410 | Bid Form                                                            |
|               | Sales Tax Form C-3A                                                 |
| Section 00500 | Standard Form of Agreement Between Owner and Contractor             |
|               | AIA Document A101                                                   |
| Section 00600 | Bonds, Certificates and Affidavits                                  |
|               | Performance Bond                                                    |
|               | Labor and Material Payment Bond                                     |
|               | E-Verify Documentation (Sample)                                     |
|               | Application and Certificate for Payment-AIA Document G702 and G703  |
|               | Certificate of Substantial Completion-AIA Document G704             |
|               | Contractor's Affidavit of Payment of Debts and Claims-              |
|               | AIA Document G706                                                   |
|               | Contractor's Affidavit of Release of Liens-AIA Document G706A       |
|               | Consent of Surety to Final Payment-AIA Document G707                |
|               | Request for Taxpayer Identification Number and Certification W9 Tax |
|               | Form and City of Mobile Vendor Information Form                     |
| Section 00700 | General Conditions of the Contract for Construction-                |
|               | AIA Document A201                                                   |

§ 9.2.2 Contractor shall comply with all Federal, State and Local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.

§ 9.2.3 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period.

§ 9.2.4 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.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

Init.



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

City of Mobile

Gaillard Builders, Inc.

\_\_\_\_\_  
**OWNER** (Signature)

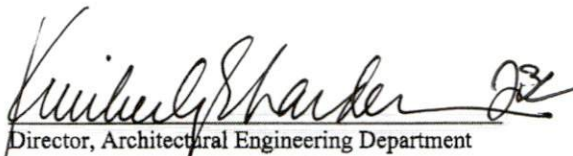
William S. Stimpson, Mayor  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

Peter Gaillard, President  
(Printed name and title)

ATTEST:

\_\_\_\_\_  
City Clerk

  
Director, Architectural Engineering Department

Init.



EXHIBIT A  
SUMMARY OF THE WORK  
MOBILE PUBLIC LIBRARY ADMINISTRATIVE BUILDING  
EXTERIOR REPAIRS  
700 GOVERNMENT STREET, MOBILE, ALABAMA 36602  
LI-159-17

The Work includes furnishing all required labor, materials, tools, equipment, incidentals, and insurance for the exterior repair and renovation of the existing Administration Building. Work includes the removal of existing plant material (except in the planting bed around the existing monument sign), repairs and/or replacement of the existing wood siding, trim, columns, cornice and wood windows, and the provision of nine replacement wood windows.

END OF THE SUMMARY OF THE WORK

**PERFORMANCE BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Gaillard Builders, Inc., P. O. Box 2925, Mobile, Alabama 36652, hereinafter called the Principal, and The Cincinnati Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of One Hundred Seventy-Nine Thousand Eight Hundred Twenty-Six Dollars and no cents (\$179,826.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to properly complete Exterior Repairs (LI-159-17) at Mobile Public Library Administration Building, 700 Government Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

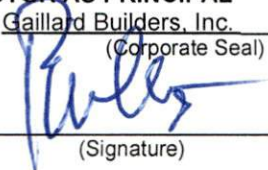
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which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

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this 30<sup>th</sup> day of August, 2018.

**CONTRACTOR AS PRINCIPAL**

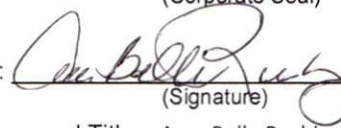
Company: Gaillard Builders, Inc.  
(Corporate Seal)

By:   
(Signature)

Name and Title: Peter Gaillard, President

**SURETY**

Company: The Cincinnati Insurance Company  
(Corporate Seal)

By:   
(Signature)

Name and Title: AnnaBelle Rushing, Attorney-In-Fact

Resident Agent: \_\_\_\_\_  
(Signature)

Name and Title: Anna B. Rushing/Thames Batre Ins

Address: 2065 Old Shell Road  
Mobile, AL 36607

Phone and Fax: 251-473-9000

Owner's Representative: Kimberly Harden, Director  
AE Department  
PO Box 1827  
Mobile, Alabama 36633  
251-208-7454



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing;  
Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO )  
COUNTY OF BUTLER )

) ss:  
)

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Ladd*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this \_\_\_\_\_ day of \_\_\_\_\_



BN-1005 (5/12)

*Scott R. Bobb*

Assistant Secretary



**LABOR AND MATERIAL PAYMENT BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Gaillard Builders, Inc., P. O. Box 2925, Mobile, Alabama 36652, as Principal, and The Cincinnati Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Seventy-Nine Thousand Eight Hundred Twenty-Six Dollars and no cents (\$179,826.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has entered into a certain Contract with said Oblige, dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to properly complete Exterior Repairs (LI-159-17) at Mobile Public Library Administration Building, 700 Government Street, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS**

**OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint AnnaBelle Rushing **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this 30<sup>th</sup> day of August, 2018.

**CONTRACTOR AS PRINCIPAL**

Company: Gaillard Builders, Inc.

(Corporate Seal)

By: \_\_\_\_\_

(Signature)

Name and Title: Peter Gaillard, President

**SURETY**

Company: The Cincinnati Insurance Company

(Corporate Seal)

By: \_\_\_\_\_

(Signature)

Name and Title: AnnaBelle Rushing, Attorney-In-Fact

Resident Agent: \_\_\_\_\_

(Signature)

Name and Title: Anna B. Rushing/Thames Batre Ins

Address: 2065 Old Shell Road, Mobile, AL 36607

Phone and Fax: 251-473-9000

Owner's Representative: Kimberly Harden, Director  
AE Department  
PO Box 1827  
Mobile, Alabama 36633  
251-208-7454



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing;  
Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stacy A. Latta*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this day of



BN-1005 (5/12)

*Scott R. Boen*

Assistant Secretary





GAILBUI-01

CREDIEHS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2018

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).

|                                                                                           |                                                  |                                      |               |
|-------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------|---------------|
| <b>PRODUCER</b><br>Thames Batre' Insurance<br>PO Box 6989<br>Mobile, AL 36660             | <b>CONTACT NAME:</b> Carissa Rediehs, CLCS       |                                      |               |
|                                                                                           | <b>PHONE (A/C, No, Ext):</b> (251) 643-7038      | <b>FAX (A/C, No):</b> (251) 473-9010 |               |
|                                                                                           | <b>E-MAIL ADDRESS:</b> carissa@thamesbatre.com   |                                      |               |
| <b>INSURED</b><br><br>Gaillard Builders, Inc.<br>Post Office Box 2925<br>Mobile, AL 36652 | <b>INSURER(S) AFFORDING COVERAGE</b>             |                                      | <b>NAIC #</b> |
|                                                                                           | <b>INSURER A :</b> National Trust Insurance      |                                      | 20141         |
|                                                                                           | <b>INSURER B :</b> AGC Workers Comp Fund, Inc    |                                      |               |
|                                                                                           | <b>INSURER C :</b> Midwest Employers Casualty Co |                                      | 23612         |
|                                                                                           | <b>INSURER D :</b>                               |                                      |               |
|                                                                                           | <b>INSURER E :</b>                               |                                      |               |
|                                                                                           |                                                  | <b>INSURER F :</b>                   |               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                            | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS     |                                                                                                                                                                                                                                          |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Contractual Liability | X                  | X             | CPP0022163 3            | 03/12/2018              | 03/12/2019 | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                    | X                  | X             | CA100011766 02          | 03/12/2018              | 03/12/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                             | X                  | X             | UMB100023355-01         | 03/12/2018              | 03/12/2019 | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                   |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                      | N/A                | X             | MP046-2018-AL           | 01/01/2018              | 12/31/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| C        | Workers Compensation                                                                                                                                                                                                                                                                                                                                                         |                    |               | PCLA180046              | 01/01/2018              | 01/01/2019 | \$ 1,000,000                                                                                                                                                                                                                             |

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

Project: Mobile Public Library Administration Building - Exterior Repairs at 700 Government Street, Mobile, AL 36602, LI-159-17

In regards to City of Mobile, Additional Insured and Waiver of Subrogation provisions apply in respect to General Liability, Automobile Liability and Umbrella Liability, if required by written contract, subject to the attached forms, CGL084 1013, CGL088 1013, and CAU058 0115.

Primary and Non-Contributory provision applies in respect to General Liability, if required by written contract, subject to the policy forms/provisions.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

|                                                          |                                                                                                                                                                |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Mobile<br>P.O. Box 1827<br>Mobile, AL 36633-1827 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                          | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                          |                             |                                                                                             |  |
|------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------|--|
| AGENCY<br><b>Thames Batre' Insurance</b> |                             | NAMED INSURED<br><b>Gaillard Builders, Inc.</b><br>Post Office Box 2925<br>Mobile, AL 36652 |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b>       |                             |                                                                                             |  |
| CARRIER<br><b>SEE PAGE 1</b>             | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>                                                           |  |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

30 Day Notice of cancellation provisions apply in favor of City of Mobile in regards to General Liability, Auto Liability, and Umbrella Liability subject to attached form IA4087 0811 if required by written contract.

Workers Compensation - Regarding effective and expiration, both days are at 12:01 Standard Time at the insured's address. Coverage under this program Policy#MP046-2018-AL/EWC009234 is limited to the Alabama Workers Compensation Act. Assoc. General Contractors SIF #0100R is rated by A.M. Best & their rating is A- VI. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

In regards to policy #PCLA180046, Waiver of Subrogation and 30 Day Notice of Cancellation in favor of City of Mobile with respects to Mobile Public Library.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

| <b>Name of Additional Insured Persons or Organizations</b>             |
|------------------------------------------------------------------------|
| (As required by written contract or agreement per Paragraph A. below.) |

| <b>Locations of Covered Operations</b>                                                                |
|-------------------------------------------------------------------------------------------------------|
| (As per the written contract or agreement, provided the location is within the "coverage territory".) |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.



However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

**1. Extended "Property Damage"**

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Non-owned Watercraft**

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

**3. Property Damage Liability – Borrowed Equipment**

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**4. Limited Electronic Data Liability**

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.



We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

**SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

**SECTION I – COVERAGES, the following coverages are added:**

**COVERAGE D. VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in **SECTION III LIMITS OF INSURANCE**.

**2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;



- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

### **3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

### **4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

## **COVERAGE E. CARE, CUSTODY OR CONTROL**

### **1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

### **2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";

- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

### **3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

### **4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

## **COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE**

### **1. Insuring Agreement**

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
- (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or

- (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
  - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
  - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

## 2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
    - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
    - (2) Copyright, patent, trade secret or trademark infringements;
    - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
      - (a) An error in manufacturing, design, processing or transportation of "your product"; or
      - (b) "Product tampering".
    - (4) Expiration of the designated shelf life of "your product".
  - b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
  - c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
  - d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
  - e. The defense of a claim or "suit" against you for "product withdrawal expenses".
3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"
    - (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:



- (a) How, when and where the "defect" was discovered;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
- (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
  - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
  - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
- (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (b) Authorize us to obtain records and other information; and
  - (c) Cooperate with us in our investigation of the "product withdrawal".
4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:
- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
  - b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.  
  
When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
  - c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
  - d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
    - (1) Costs of notification;
    - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
    - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
    - (4) Costs of computer time;
    - (5) Costs of hiring independent contractors and other temporary employees;
    - (6) Costs of transportation, shipping or packaging;



- (7) Costs of warehouse or storage space; or
  - (8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.
- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

## **COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS**

### **1. Insuring Agreement**

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

### **2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
  - (1) In the preparation of estimates or job costs;
  - (2) Where cost estimates are exceeded;
  - (3) In the preparation of estimates of profit or return on capital;
  - (4) In advising or failure to advise on financing of the work or project; or
  - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
  - (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
  - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.
- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
  - (1) When all of the work called for in your contract or work order has been completed;
  - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.
- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - (1) Providing engineering, architectural or surveying services to others; and
  - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.
- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.



- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**3. For the purposes of Coverage G, the following definition is added to the Definitions section:**

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

**4. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**5. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

**EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU**

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:**

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, and G.

**1. Cost of Bail Bonds**

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

## **2. Loss of Earnings**

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## **SECTION II – WHO IS AN INSURED is amended as follows:**

### **1. Incidental Malpractice**

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
  - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
  - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

### **2. Broadened Who Is An Insured**

The following are added to Paragraph 2.:

#### **Subsidiaries**

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

#### **Additional Insureds**

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and



(5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
  - (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in "your product" made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - i. The exceptions contained in Subparagraphs d. or f.; or
    - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### **3. Newly Formed or Acquired Organizations**

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

### **SECTION III – LIMITS OF INSURANCE is amended as follows:**

#### **1. Paragraph 2. is replaced with the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Voluntary "property damage" payments under Coverage D; and
  - e. Care, Custody or Control damages under Coverage E.



**2. Paragraph 5. is replaced with the following:**

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage A;
  - b. Medical expenses under Coverage C;
  - c. Voluntary "property damage" payments under Coverage D;
  - d. Care, Custody or Control damages under Coverage E;
  - e. Limited Product Withdrawal Expense under Coverage F; and
  - f. Contractors Errors and Omissions under Coverage G.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**3. Paragraph 6. is replaced with the following:**

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

**4. Paragraph 7. is replaced with the following:**

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**5. Paragraph 8. is added as follows:**

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

**6. Paragraph 9. is added as follows:**

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

**7. Paragraph 10. is added as follows:**

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

**8. Paragraph 11. is added as follows:**

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

**9. Paragraph 12. is added as follows:**

12. The General Aggregate Limit applies separately to:

- a. Each of your projects away from premises owned by or rented to you; or
- b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**10. Paragraph 13. is added as follows:**

13. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:
  - (1) An individual who is the sole owner;
  - (2) A partner, if you are a partnership or joint venture;
  - (3) An "executive officer" or insurance manager, if you are a corporation;
  - (4) A manager, if you are a limited liability company;



- (5) A person or organization having proper temporary custody of your property if you die;
- (6) The legal representative of you if you die; or
- (7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

The requirement in 2.b. applies only when the "occurrence" or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an "employee") or an organization while acting as your real estate manager.

**3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

**4. Paragraph 6. is replaced with the following:**

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

**5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

**6. Paragraph 10. is added as follows:**

**10. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

#### SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

##### A. Paragraph 1. **Who Is An Insured** in section A. **Coverage** is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
  - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
  - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.
- g. Any "employee" of yours using:
  - (1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household
- h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

##### B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:



- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Paragraph 5. under section **B. Exclusions** is deleted and replaced by the following:

**5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

A. Paragraph 4. **Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$75 per day to a total maximum of \$2,000 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$2,000.

B. The following is added to paragraph 4. **Coverage Extensions** under section **A. Coverage**:

**c. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

**d. Auto Loan/Lease Gap Coverage**

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

- (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from



overdue payments at the time of the "loss";

- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not refunded by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
  - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;
- (a) Overdue loan payments at the time of the "loss";
  - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
  - (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. **Exclusions** is deleted and replaced by the following:

3. We will not pay for "loss" due and confirmed to:
- a. Wear and tear, freezing, mechanical or electrical breakdown
  - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b and A.1.c. but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. **Deductible** is deleted and replaced by the following:

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1) "Loss" caused by fire or lightning; and
- (2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
- (3) Glass damage to the side or rear windows if the glass is repaired rather than replaced. However, no deductible shall apply to damage to the windshield of any covered "auto" or to safety glass.

**SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

A. The following is added to paragraph a. under section A. **Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

- B. Condition 5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

**5. Transfer of Rights of Recovery against Others to Us**

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C. The following is added to Condition 2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D. Paragraph b. of Condition 5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

Blanket Waiver of Subrogation as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 01/01/2018 Policy No. PCLA180046

Endorsement No.

Policy Effective Date: 01/01/2018 to 01/01/2019

Premium \$

Insured: Gaillard Builders, Inc

DBA:

Carrier Name / Code: Midwest Employers Casualty Company

WC 00 03 13  
(Ed. 4-84)

Countersigned by

 SRVP



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY  
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
DENTIST'S PACKAGE POLICY  
EXCESS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

### **SCHEDULE**

Name and mailing address of person(s) or organization(s):

City of Mobile  
P.O. Box 1827  
Mobile, AL 36633-1827

Number of days notice (other than nonpayment of premium): 30

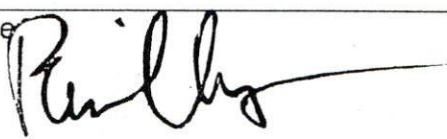
- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

|                                                                                                |                    |
|------------------------------------------------------------------------------------------------|--------------------|
| <b>E-Verify Employer</b>                                                                       |                    |
| Name (Please Type or Print)<br>Peter Gaillard Jr                                               | Title<br>President |
| Signature<br> | Date<br>08/16/2018 |
| <b>Department of Homeland Security – Verification Division</b>                                 |                    |
| Name (Please Type or Print)                                                                    | Title              |
| Signature                                                                                      | Date               |

| Information Required for E-Verify     |                                |
|---------------------------------------|--------------------------------|
| Information relating to your Company: |                                |
| Company Name:                         | Gaillard Builders, Inc.        |
| Company Facility Address:             | P O Box 2925, Mobile, AL 36652 |
| Company Alternate Address:            |                                |
| County or Parish:                     | Mobile                         |

| Employer Identification Number:                                                                                                                                                                                                                                                                                    | 20-0603039      |         |       |                 |         |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|-------|-----------------|---------|--|--|--|
| North American Industry Classification Systems Code:                                                                                                                                                                                                                                                               | 236200          |         |       |                 |         |  |  |  |
| Parent Company:                                                                                                                                                                                                                                                                                                    |                 |         |       |                 |         |  |  |  |
| Number of Employees:                                                                                                                                                                                                                                                                                               | 8               |         |       |                 |         |  |  |  |
| Number of Sites Verified for:                                                                                                                                                                                                                                                                                      |                 |         |       |                 |         |  |  |  |
| <p>Are you verifying for more than one site?<br/>         If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> |                 |         | State | Number of sites | Site(s) |  |  |  |
| State                                                                                                                                                                                                                                                                                                              | Number of sites | Site(s) |       |                 |         |  |  |  |
|                                                                                                                                                                                                                                                                                                                    |                 |         |       |                 |         |  |  |  |

|                                                                                                                    |                              |
|--------------------------------------------------------------------------------------------------------------------|------------------------------|
| Information relating to the Program Administrator(s) for your Company on policy questions or operational problems: |                              |
| Name:                                                                                                              | Sarah Coley                  |
| Telephone Number:                                                                                                  | (251) 433-9315               |
| Fax Number:                                                                                                        | (251) 433-7604               |
| E-mail Address:                                                                                                    | sncoley@gaillardbuilders.com |

|                   |  |
|-------------------|--|
| Name:             |  |
| Telephone Number: |  |
| Fax Number:       |  |
| E-mail Address:   |  |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Kimberly Harden, Director of Architectural Engineering Department

**Sponsored by:**

Councilmember Manzie and Mayor Stimpson

**Purpose and Scope of Project:**

To replace the HVAC at Mobile, Alabama Cruise Terminal - Phase 2

**Amount of Contract:**

\$176,900.00

**Funding Source**

**Project #** Mobile, Alabama Cruise Terminal - HVAC  
Replacement - Phase 2, CT-079-18

**Discretionary Funds**

**Project String** 20002000-48010

**Contract Number:**1881

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                             | Type       | Upload Date |
|-----------------------------------------|------------|-------------|
| HVAC Replacement at the Cruise Terminal | Cover Memo | 10/18/2018  |

**REVIEWERS:**

| Department                | Reviewer          | Action   | Date                  |
|---------------------------|-------------------|----------|-----------------------|
| Architectural Engineering | Harden, Kim       | Approved | 10/18/2018 - 10:06 AM |
| Finance                   | McMillan, Marilyn | Approved | 10/18/2018 - 11:12 AM |
| Legal                     | Hill, Ashton      | Approved | 10/18/2018 - 10:33 AM |
| Mayors Office             | Wesch, Paul       | Approved | 10/18/2018 - 12:40 PM |

## RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

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

Name of Company: Goram Air Conditioning Company, Inc.

Project Name: Mobile, Alabama Cruise Terminal – HVAC Replacement  
Phase 2

Project Number: CT-079-18

Amount: \$176,900.00

Adopted:

---

City Clerk



# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile, Alabama Cruise Terminal – HVAC Replacement - Phase 2

ARCHITECTURAL ENGINEERING PROJECT#CT-079-18

PROJECT # C0259

DATE OF RECEIPT \_\_\_\_\_

PROJECT DESCRIPTION To replace the HVAC system at the Cruise Terminal

CONTRACT AMOUNT \$176,900.00

VENDOR NAME Goram Air Conditioning Company, Inc.

VENDOR NUMBER 74050

DEPT #3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural      Engineering      Testing      Professional Services

Construction (Unit Price)\* **Construction\*\***      Non Contractual      Performance

## RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N\_\_\_ ; 5% of the 1<sup>st</sup> 50% \_\_\_\_\_ or

If different, indicate special rate \_\_\_\_\_

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

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

Prepared by: B. Rhodes Date 10/16/18

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

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ARCHITECTURAL ENGINEERING PROJECT#CT-079-18

PROJECT # C0259

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If different, indicate special rate \_\_\_\_\_

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

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

Prepared by: B. Rhodes Date 10/16/18



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the       day of       in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Mobile  
P. O. Box 1827  
Mobile, Alabama 36633-1827

and the Contractor:  
(Name, legal status, address and other information)

Goram Air Conditioning Company, Inc.  
1252 Houston Street  
Mobile, Alabama 36606

for the following Project:  
(Name, location and detailed description)

Mobile, Alabama Cruise Terminal – HVAC Replacement – Phase 2  
201 South Water Street  
Mobile, Alabama 36602  
CT-079-18

The Architect:  
(Name, legal status, address and other information)

Dell Consulting, LLC  
813 Downtowner Boulevard, Suite D  
Mobile, Alabama 36695

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(875787330)



## TABLE OF ARTICLES

- |   |                                                        |
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| 6 | DISPUTE RESOLUTION                                     |
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| 8 | MISCELLANEOUS PROVISIONS                               |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

*(Paragraph deleted)*

☒ A date set forth in a notice to proceed issued by the Owner.

*(Paragraphs deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

☒ Not later than Seventy ( 70 ) calendar days from the date of commencement of the Work.

*(Table deleted)*

*(Paragraph deleted)*

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User Notes:

(875787330)



§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy Six Thousand Nine Hundred Dollars and no cents (\$ 176,900.00 ), subject to additions and deductions as provided in the Contract Documents.

|                        |              |
|------------------------|--------------|
| Base Bid:              | \$111,800.00 |
| Contingency Allowance: | \$ 10,000.00 |
| Total Base Bid:        | \$121,800.00 |
| Add Alternate No.1:    | \$ 23,800.00 |
| Add Alternate No.2:    | \$ 31,300.00 |
| Total Contract Sum:    | \$176,900.00 |

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item                              | Price       |
|-----------------------------------|-------------|
| 1. To provide and install unit #8 | \$23,800.00 |
| 2. To provide and install unit#1  | \$31,300.00 |

*(Table deleted)*

*(Paragraphs deleted)*

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Contingency Allowance: Ten Thousand Dollars and no cents (\$10,000.00)

- Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A  |                       |                         |

§ 4.5 Liquidated damages:

*(Insert terms and conditions for liquidated damages, if any.)*

A time charge equal to two hundred fifty dollars and no cents (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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(Paragraphs deleted)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty ( 40 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

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### § 5.1.7 Retainage

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

*(Paragraphs deleted)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737,

Init.

9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract Mobile, Alabama Cruise Terminal – HVAC Replacement – Phase 1 (CT-079-18), 201 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  - a.) Contractor's Release or Waiver of Liens
  - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, in any, to final payment (AIA form G707, included in contract documents); and
- Any additional close out requirements per the contract documents
- Notarized Affidavit of Notice of Completion advertisement from publisher.

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017 (with Owner's then-current modifications), the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

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**User Notes:**

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*(Paragraphs deleted)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, General Conditions of the Contract for Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Director, Architectural Engineering Department  
P. O. Box 1827  
Mobile, Alabama 36633-1827

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Robert L. Goram, President  
Goram Air Conditioning Company, Inc.  
1252 Houston Street  
Mobile, Alabama 36606

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

#### **§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations be by the Contractor or by a Subcontractor 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 the Contractor’s employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the 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 Contractor’s obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
  - A. Bodily Injury by Accident \$1,000,000 each accident
  - B. Bodily Injury by Disease \$1,000,000 each employee
  - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor 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; or
  - C. Bodily Injury & Property Damage \$1,000,000 combined single limit
4. Such comprehensive policy shall include the following:
  - A. All liability of the Contractor, for the Contractor's Direct Operations.
  - B. Subcontractor's Operations.
  - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
  - D. General Aggregate Limit shall apply on a "Per Project" Basis.
  - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
  - F. Broad Form Property damage Coverage, including Completed Operations.
  - G. Personal Injury Liability, with employee's exclusions removed.
  - H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged 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.
  - I. Explosion and Collapse Hazard:  
Included or X Not Applicable.
  - J. Underground Hazard:  
Included or X Not Applicable.
5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

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- |    |                                    |                                                        |
|----|------------------------------------|--------------------------------------------------------|
| A. | Bodily Injury                      | \$1,000,000 each person<br>\$1,000,000 each occurrence |
| B. | Property damage                    | \$1,000,000 each occurrence; or,                       |
| C. | Bodily Injury &<br>Property damage | \$1,000,000 combined single limit                      |
6. Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
  7. Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
  8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
  9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
  10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
  11. "In Rem" endorsement.
  12. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

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insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 8.5.2** The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
6. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
7. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

**§ 8.6**

*(Paragraphs deleted)*

**§ 8.7** Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for

*(Paragraphs deleted)*

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

*(Paragraph deleted)*

- .3 Drawings

| Number | Title                               | Date     |
|--------|-------------------------------------|----------|
| T1.0   | Title Sheet                         | 9/5/2018 |
| M1.0   | HVAC Schedule and Notes             | 9/5/2018 |
| ME2.0  | Second Level HVAC & Electrical Plan | 9/5/2018 |

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|      |                             |          |
|------|-----------------------------|----------|
| M2.1 | Roof HVAC & Electrical Plan | 9/5/2018 |
| M3.0 | HVAC Details                | 9/5/2018 |

**.4 Specifications**

| Section        | Title                          | Date      |
|----------------|--------------------------------|-----------|
| Section 01010  | Summary of the Work            | 9/18/2018 |
| Section 01210  | Allowances                     | 9/18/2018 |
| Section 01230  | Alternative Bid Items          | 9/18/2018 |
| Section 01310  | Project Management             | 9/18/2018 |
| Section 01330  | Submittal Procedures           | 9/18/2018 |
| Section 01700  | Execution Requirements         | 9/18/2018 |
| Section 017839 | Project Record Documents       | 9/18/2018 |
| Section 017823 | Operation and Maintenance Data | 9/18/2018 |

**.5 Addenda, if any:**

| Number | Date      |
|--------|-----------|
| 1      | 9/18/2018 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.6 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Table deleted)*

**§ 9.2** [ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

**§ 9.2.1** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**BIDDING AND CONTRACT REQUIREMENTS**

|               |                                                         |
|---------------|---------------------------------------------------------|
| Section 00100 | Invitation to Bid                                       |
| Section 00200 | Instructions to Bidders-AIA Document A701               |
| Section 00300 | Supplementary Instructions to Bidders                   |
| Section 00400 | Bid Form                                                |
|               | Sales Tax Form C-3A                                     |
|               | Subcontracting Major Supplier's Plan                    |
|               | DBE Utilization Report                                  |
| Section 00500 | Standard Form of Agreement Between Owner and Contractor |

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|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 00600 | AIA Document A101<br>Bonds, Certificates and Affidavits<br>Performance Bond<br>Labor and Material Payment Bond<br>E-Verify Documentation (Sample)<br>Application and Certificate for Payment-AIA Document G702and G703<br>Certificate of Substantial Completion-AIA Document G704<br>Contractor's Affidavit of Payment of Debts and Claims-<br>AIA Document G706<br>Contractor's Affidavit of Release of Liens-AIA Document G706A<br>Consent of Surety to Final Payment-AIA Document G707<br>W9 Request for Taxpayer Identification Number and Certification and<br>City of Mobile Vendor Information Form |
| Section 00700 | General Conditions of the Contract for Construction-<br>AIA Document A201                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

§ 9.2.2 Contractor shall comply with all Federal, State and Local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.

§ 9.2.3 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period.

§ 9.2.4 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.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

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

City of Mobile

Goram Air Conditioning Company, Inc.

\_\_\_\_\_  
OWNER (Signature)

William S. Stimpson, Mayor  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)

Robert L. Goram President  
(Printed name and title)

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Director, Architectural Engineering Department

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EXHIBIT A  
SUMMARY OF THE WORK  
MOBILE, ALABAMA CRUISE TERMINAL – HVAC REPLACEMENT  
PHASE 2  
201 SOUTH WATER STREET, MOBILE, ALABAMA 36602  
CT-079-18

Summary of Work:

The project shall consist of the replacement of Rooftop HVAC Units #2, #4, #6, and #10 at Mobile, Alabama Cruise Terminal. Thermostats and remote sensors are included with the units. HVAC is to be “turn key” and include all elements necessary to fully integrate the new units into the existing HVAC and Controls System.

Alternate #1: furnish and install unit #8

Alternate #2: furnish and install unit #1

END OF THE SUMMARY OF THE WORK

**PERFORMANCE BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Goram Air Conditioning Company, Inc., 1252 Houston Street, Mobile, Alabama 36606, hereinafter called the Principal, and HARTFORD CASUALTY INSURANCE COMPANY, Hartford, CT, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of One Hundred Seventy Six Thousand Nine Hundred Dollars and no cents (\$176,900.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete the Mobile, Alabama Cruise Terminal – HVAC Replacement – Phase 2, (CT-079-18), 201 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR AS PRINCIPAL**

Company: Goram Air Conditioning Company, Inc.  
(Corporate Seal)

By: \_\_\_\_\_

(Signature)

Name and Title: Robert L. Goram, President

**SURETY**

Company: HARTFORD CASUALTY INSURANCE COMPANY  
(Corporate Seal)

By: \_\_\_\_\_

(Signature)

Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

Resident Agent: \_\_\_\_\_

(Signature)

Name and Title: Gaylord C. Lyon, Jr.

Address: P. O. Box 160927

Mobile, AL 36616

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Kimberly Harden, Director  
AE Department  
PO Box 1827  
Mobile, Alabama 36633  
251-208-7454



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250403

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut  
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana  
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut  
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut  
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana  
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois  
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana  
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 12, 2018  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



**LABOR AND MATERIAL PAYMENT BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Goram Air Conditioning Company, Inc., 1252 Houston Street, Mobile, Alabama 36606, as Principal, and HARTFORD CASUALTY INSURANCE COMPANY Hartford Plaza, Hartford, CT 06115, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Seventy Six Thousand Nine Hundred Dollars and no cents (\$176,900.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has entered into a certain Contract with said Oblige, dated the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to the Mobile, Alabama Cruise Terminal – HVAC Replacement – Phase 2, (CT-079-18), 201 South Water Street, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Gaylord C. Lyon, Jr. **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

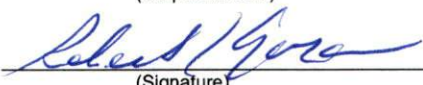
(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR AS PRINCIPAL**

Company: Goram Air Conditioning Company, Inc.  
(Corporate Seal)

By: 

(Signature)

Name and Title: Robert L. Goram, President

**SURETY**

Company: HARTFORD CASUALTY INSURANCE COMPANY  
(Corporate Seal)

By: 

(Signature)

Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

Resident Agent: 

(Signature)

Name and Title: Gaylord C. Lyon, Jr.

Address: P. O. Box 160927, Mobile, AL 36616

Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Kimberly Harden, Director  
AE Department  
PO Box 1827  
Mobile, Alabama 36633  
251-208-7454



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250403

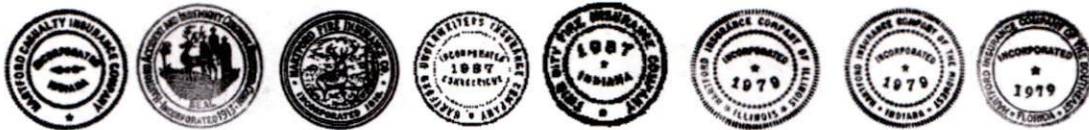
- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 12, 2018

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>Lyon Fry Cadden Ins Agency Inc</b><br><b>P. O. Box 160927</b><br><b>(251) 473-4600</b><br><b>Mobile, AL 36616</b> | <b>CONTACT NAME:</b> Charlene Stout<br><b>PHONE (A/C, No, Ext):</b> 251 473-4600<br><b>FAX (A/C, No):</b> 251-450-0032<br><b>E-MAIL ADDRESS:</b> ccstout@lyonfrycadden.com                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|---------------------------------------|--|-------|----------------------------------------------------|--|-------|----------------------------------------------------|--|-------|-------------|--|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br><b>Goram Air Conditioning Company, Inc.</b><br><b>1252 Houston Street</b><br><b>Mobile, AL 36606</b>                  | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td></td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of Am.</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C : Bridgefield Casualty Insurance Company</td> <td></td> <td>10335</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : Phoenix Insurance Company |  | 25623 | INSURER B : Travelers Property Casualty Co. of Am. |  | 25674 | INSURER C : Bridgefield Casualty Insurance Company |  | 10335 | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NAIC #                        |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
| INSURER A : Phoenix Insurance Company                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 25623                         |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
| INSURER B : Travelers Property Casualty Co. of Am.                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 25674                         |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
| INSURER C : Bridgefield Casualty Insurance Company                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 10335                         |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
| INSURER D :                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
| INSURER E :                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |
| INSURER F :                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |                                       |  |       |                                                    |  |       |                                                    |  |       |             |  |  |             |  |  |             |  |  |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                        | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS     |                                                                                                                                                                                                                                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X                  | X             | DTCO3F976153PHX18       | 01/01/2018              | 01/01/2019 | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                                                                           | X                  | X             | DT8103F976153PHX18      | 01/01/2018              | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> RETENTION \$10000                                                                                                                                                                       | X                  | X             | CUP0J5959641826         | 01/01/2018              | 01/01/2019 | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                               |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                          |                    | X             | 19645069                | 01/01/2018              | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                   |
| B        | Inland Marine - Installation Floater                                                                                                                                                                                                                                                                                                                                     |                    |               | QT6609D917738TIL18      | 01/01/2018              | 01/01/2019 | \$350000 Project Limit<br>\$25000 Transit/Storage<br>\$2500 Deductible                                                                                                                                                                   |

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

**JOB:** Alabama Cruise Terminal HVAC Replacement Phase 2, (CT-079-18), 201 South Water Street, Mobile, Alabama 36602. General Liability, Automobile Liability & Umbrella Liability: Include the City of Mobile as additional insured on a primary and non-contributory basis as required by written contract. General Liability, Automobile Liability, Umbrella Liability & Workers Compensation: Includes waiver of subrogation. 30 day notice of cancellation applies.

|                                                                                                                                                            |                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><b>City of Mobile</b><br><b>Architectural Engineering Department</b><br><b>P. O. Box 1827</b><br><b>Mobile, AL 36633-1827</b> | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Gaylord C. Lyon, Jr.</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

- (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

- (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.



## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

## COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.



COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                |                                                                                   |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>A.</b> Aircraft Chartered With Pilot                                        | <b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment                |
| <b>B.</b> Damage To Premises Rented To You                                     | <b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits |
| <b>C.</b> Increased Supplementary Payments                                     | <b>J.</b> Knowledge And Notice Of Occurrence Or Offense                           |
| <b>D.</b> Incidental Medical Malpractice                                       | <b>K.</b> Unintentional Omission                                                  |
| <b>E.</b> Who Is An Insured – Newly Acquired Or Formed Organizations           | <b>L.</b> Blanket Waiver Of Subrogation                                           |
| <b>F.</b> Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries   | <b>M.</b> Amended Bodily Injury Definition                                        |
| <b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <b>N.</b> Contractual Liability – Railroads                                       |

**PROVISIONS**

**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**B. DAMAGE TO PREMISES RENTED TO YOU**

- 1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

**INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.



## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

### 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

### 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

### 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

### 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

## C. INCREASED SUPPLEMENTARY PAYMENTS

### 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

### 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## D. INCIDENTAL MEDICAL MALPRACTICE

### 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

### 2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.



3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.



## COMMERCIAL GENERAL LIABILITY

### **G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### **H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### **I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization;  
that is your partner, joint venture member or manager; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### **M. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### **N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                     |                                                                       |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>                                            |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>                                                     |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "Insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "Insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.



## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for **Liability Coverage** for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available



to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/01/2018** Policy No. 19645069

Endorsement No.

Insured **Goram Air Conditioning Company, Inc.**

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

Policy No. DT8103F976153PHX18

Effective Date 01/01/2018

Expiration Date 01/01/2019

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Company ID Number: 122561

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: GORAM AIR CONDITIONING CO., INC.

Company Facility Address: 1252 HOUSTON STREET  
MOBILE, AL 36606

Company Alternate Address: \_\_\_\_\_

County or Parish: MOBILE

Employer Identification Number: 630680238

North American Industry  
Classification Systems Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99      Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- ALABAMA      1 site(s)

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

Name: **PAULA G WILLIAMS**

Telephone Number: **(251) 476 - 5003**      Fax Number: **(251) 476 - 7471**

E-mail Address: **PWILLIAMS@GORAMAIR.COM**



Company ID Number: 122561

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

05/27/2008

Signature

Date



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Leslie Rey, Director of Human Resources

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

2019 Administrative Fees for BCBS of AL

**Amount of Contract:**

\$37 Health and \$2.50 Dental PEP, \$3.95/Flex contract

**Effective Date of Contract:**

1/1/2019

**Renewal Date of Contract:**

1/1/2020

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                    | Type       | Upload Date |
|--------------------------------|------------|-------------|
| 2019 Admin Fees for BCBS of AL | Cover Memo | 10/18/2018  |

**REVIEWERS:**

| Department Reviewer              | Action   | Date                  |
|----------------------------------|----------|-----------------------|
| Human Resources      Rey, Leslie | Approved | 10/18/2018 - 12:14 PM |
| Accounting Daniels, Bettye       | Approved | 10/18/2018 -          |

Mayors  
Office

Wesch, Paul

Approved

1:45 PM  
10/18/2018 -  
2:04 PM



## AGENDA ITEM SUMMARY SHEET

Agenda of: 10/16/2018  
Date

Item No. \_\_\_\_\_

Submitted by: Human Resources  
Department

Leslie  
Department Head

Sponsored by: William S. Stimpson  
Name

Mayor  
Title

Reviewed by: Paul Wesch  
Executive Director

Routing Authorized: \_\_\_\_\_  
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: 2019 Administrative Fees for Blue Cross and Blue Shield of Alabama

PURPOSE & SCOPE OF PROJECT:  
Health, Dental and Flex Plan administrative fees for 2019

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$37 Health/\$2.50 Dental PEPM/\$3.95 Flx

FUNDING SOURCE:

Budget Item: 71007100.42200 Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a Matching funds: n/a

Associated Costs:

Current year (itemize)  
Type: n/a Amount: n/a

Future years  
Year: n/a Amount: n/a

*\*If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: 01/01/2019

Renewal date of contract (if applicable): 01/01/2020

If not bid, state reason: n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:  
n/a

**CITY OF MOBILE**

**RESOLUTION**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and Blue Cross and Blue Shield of Alabama for Administrative Services for the purposes stating the fees for third party administration of the City of Mobile Health and Dental Plan and Flexible Spending Accounts as outlined in the Enrollment Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Enrollment Agreement is on file in the office of the City Clerk.

Adopted:

---

City Clerk



**BlueCross BlueShield  
of Alabama**

An Independent Licensee of the  
Blue Cross and Blue Shield Association

**Amendment  
to  
Enrollment Agreement  
Customized BCBSAL Plan**

**Group Name:** City Of Mobile  
**Group Number:** 71447, 71448, 71449  
**Corporate Code:** 377780001  
**Effective Date:** 1/1/2019

**Financial:** Self Funded  
**Divisions:** All  
**Document Type:** Benefit Change

**PHYSICAL ADDRESS**

|                                          |                        |
|------------------------------------------|------------------------|
| <b>Address 1:</b> 205 Government St      | <b>City:</b> Mobile    |
| <b>Address 2:</b> 4Th Floor, South Tower | <b>State:</b> AL       |
| <b>County:</b> Mobile                    | <b>Zip:</b> 36602-0001 |
| <b>County Code:</b> 49                   |                        |

**BILLING ADDRESS**

|                               |                        |
|-------------------------------|------------------------|
| <b>Address 1:</b> PO BOX 1827 | <b>City:</b> Mobile    |
| <b>Address 2:</b>             | <b>State:</b> AL       |
| <b>County:</b> Mobile         | <b>Zip:</b> 36633-1827 |

**GROUP  
CONTACTS**

|                  | Sal. | Name            | Title                                       | Telephone      | Email                            |
|------------------|------|-----------------|---------------------------------------------|----------------|----------------------------------|
| <b>Billing:</b>  | Mrs. | Shelia Campbell | Deputy<br>Director of<br>Human<br>Resources | (251) 208-7059 | shelia.campbell@cityofmobile.com |
| <b>Benefits:</b> | Mrs. | Shelia Campbell | Deputy<br>Director of<br>Human<br>Resources | (251) 208-7059 | shelia.campbell@cityofmobile.com |
| <b>Decision:</b> | Mrs. | Leslie Rey      | Dir Of Hr                                   | (251) 208-7832 | leslie@cityofmobile.com          |

**BCBSAL REPRESENTATIVES**

|                           | Name             | Telephone    | Email                 |
|---------------------------|------------------|--------------|-----------------------|
| <b>Account Executive:</b> | Clay T Steed     | 205/220-7493 | claysteed@bcbsal.org  |
| <b>Account Manager:</b>   | Lori D Schneider | 251/460-4449 | lschneider@bcbsal.org |

**Blue Cross and Blue Shield of Alabama's Identification Numbers**

**National Association of Insurance Commissioners**  
55433

**Employer Identification Number**  
63-0103830



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Special Instructions

---

**Effective January 1, 2019, the following Administrative Fees will be effective for all divisions of City of Mobile groups 71447, 71448 & 71449:**

1. The City's Prescription Drug plan has a PEPM administrative fee in lieu of rebate withholds. The improved terms are on the attached Rx Pricing Sheet. Please note: The pricing is based on the City remaining on the PreferredOne Network, SourceRx Formulary, and Extended Supply Network (ESN).
2. The Medical administrative fee is \$37.00 PEPM
3. The Dental administrative fee is \$2.50 PEPM
4. There is no change to the FSA administrative fee of \$3.95 per participating contract per month.  
(PEPM = Per Employee Per Month)

**All other arrangements remain the same.**

**Riders and codes are for internal use only.**

\_\_\_\_\_  
Customer Signature  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Lori D. Schneider*

\_\_\_\_\_  
Blue Cross and Blue Shield of Alabama  
Representative

\_\_\_\_\_  
Account Manager  
Title

\_\_\_\_\_  
9/6/18  
Date



# BlueCross BlueShield of Alabama

|                                               |        |            |        |
|-----------------------------------------------|--------|------------|--------|
| City of Mobile                                |        | Members:   | 5,669  |
| Effective Date: 1/1/2019                      |        | Employees: | 2,455  |
| PASS-THROUGH PRICING                          |        |            |        |
| RETAIL                                        |        |            |        |
| Brand                                         |        | Generic    |        |
| AWP minus                                     |        | AWP minus  |        |
| Y1:                                           | 18.50% | Y1:        | 86.00% |
| Y2:                                           | 18.60% | Y2:        | 86.10% |
| Y3:                                           | 18.70% | Y3:        | 86.20% |
| DISPENSING FEE                                |        |            |        |
| Brand                                         |        | Generic    |        |
| Y1:                                           | \$0.80 | Y1:        | \$0.85 |
| Y2:                                           | \$0.80 | Y2:        | \$0.85 |
| Y3:                                           | \$0.80 | Y3:        | \$0.85 |
| ESN                                           |        |            |        |
| Brand                                         |        | Generic    |        |
| AWP minus                                     |        | AWP minus  |        |
| Y1:                                           | 23.50% | Y1:        | 87.75% |
| Y2:                                           | 23.50% | Y2:        | 88.00% |
| Y3:                                           | 23.50% | Y3:        | 88.25% |
| DISPENSING FEE:                               |        | \$0.00     |        |
| Rebates to Client:                            |        |            |        |
| Per Retail Brand Rx                           | Y1:    | \$106.57   |        |
|                                               | Y2:    | \$118.22   |        |
|                                               | Y3:    | \$131.31   |        |
| Administration Fees (per Contract per month): | Y1:    | \$1.15     |        |
|                                               | Y2:    | \$1.15     |        |
|                                               | Y3:    | \$1.15     |        |

\* see page 2 for notes

Notes:

- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
- Discounts are based on the actual NDC-11 dispensed.
- Guarantees will be reconciled annually and applied in aggregate.
- Discounts provided do not include savings from DUR or other clinical programs.
- Guaranteed offer is based on adoption of the BCBSAL SourceRx formulary and may be amended in the event there is a change in the formulary, implementation of new clinical programs, changes to the pharmacy benefit plan design, lock-out of drug classes, or unexpected generic launches.
- Assumes client does not have 340B pricing.
- Pricing is based upon the BCBSAL PreferredOne Network of 54,000 pharmacies.
- Rebates will be paid on all eligible claims incurred during the life of the contract.
- Rebates are earned on all eligible claims, regardless of days supply and member contribution percentages.
- Compound claims are excluded from rebates.
- Rebates are contingent upon adherence to the Blue Cross SourceRx formulary, including associated utilization management and clinical programs.
- Rebates are defined as a retrospective reimbursement of monetary amounts by a manufacturer's discount program with the PBM for pharmaceutical products of that manufacturer dispensed to a member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer admin fees.
- Discount rates exclude compounds, foreign claims and specialty (as defined by the Prime Specialty Fee Schedule).
- Pricing assumes 13% ESN penetration, if that differs by 5%, Prime reserves the right to revise pricing terms and financials accordingly.
- Pricing assumes no material change in membership or changes to the pharmacy benefit design.
- In the event the number of covered members or pharmacy claims volume varies by greater than 10%, Prime reserves the right to revise the pricing terms and financials accordingly.
- Proposed pricing and guarantees are only for lives with combined medical and pharmacy coverage through Blue Cross and Prime.
- If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.
- Guarantees are subject to change in the event that any law, regulation, interpretation of a law or regulation, or any change within the PBM marketplace would lead to a deviation from the current economic environment upon which these guarantees are based.
- Unexpected generic launches, products launched at risk or under patent litigation are excluded from our generic guarantees.
- Any drug determined to be in short supply based on published sources (including the FDA and ASHP websites) will be excluded from our generic guarantees.
- A drug that has more than a 100% increase in cost will be excluded from the generic guarantees.
- For discount guarantee purposes, a generic drug is defined as a drug with more than 3 generic manufacturers, and not in an exclusivity period.
- A brand drug is defined as any drug not considered a generic drug.





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description | Type       | Upload Date |
|-------------|------------|-------------|
| Wild Native | Cover Memo | 10/18/2018  |

### **REVIEWERS:**

| Department Reviewer             | Action   | Date                     |
|---------------------------------|----------|--------------------------|
| City Clerk   Merchant, Mary Ann | Approved | 10/18/2018 -<br>10:13 AM |

**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, pursuant to the provisions of Ordinance #59-073, 2005, that the application of Michael Dorie d/b/a Wild Native, Inc., for a Certificate of Public Convenience and Necessity to operate a boat charter service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

---

City Clerk



CITY CLERK  
LISA C. LAMBERT

## OFFICE OF THE CITY CLERK

### **CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY**

This is to certify that the City Council of Mobile, Alabama, in their regular meeting of October 23, 2018, did approve the application of Michael Dorie d/b/a Wild Native, Inc., for a Certificate of Public Convenience and Necessity to operate a boat charter service in the City of Mobile, Alabama.

This certificate is effective the 23rd day of October, 2018.

---

Lisa C. Lambert  
City Clerk





CITY CLERK  
LISA C. LAMBERT

## OFFICE OF THE CITY CLERK

### **CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY**

This is to certify that the City Council of Mobile, Alabama, in their regular meeting of October 30, 2018, did approve the application of Michael Dorie d/b/a Wild Native, Inc., for a Certificate of Public Convenience and Necessity to operate a shuttle service in the City of Mobile, Alabama.

This certificate is effective the 30th day of October, 2018.

---

Lisa C. Lambert  
City Clerk

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY**

The undersigned, Michael Dorie, individually or on behalf of Wild Native, Inc, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application:

**I. CERTIFICATE INFORMATION**

Name of Person or Legal Entity seeking Certificate:

Wild Native, Inc

Mobile Business Address: 800 Hillcrest Rd, Bldg 1, Mobile, AL 36695

Telephone: (251) 272 4088 Trade Name (D/B/A): Wild Native Tours

**II. BUSINESS INFORMATION**

**A. If applicant is an individual (sole proprietor), please provide:**

Birthdate: \_\_\_\_\_ SSN: \_\_\_\_\_

Mobile Residence:

Address

City

State

Zip

Telephone Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Residing in Mobile County: Years: \_\_\_\_\_ Months: \_\_\_\_\_

U.S. Citizenship: Yes \_\_\_\_\_ No \_\_\_\_\_

I attest, under penalty of perjury, that I am:

\_\_\_\_\_ A citizen or national of the United States

\_\_\_\_\_ A lawful permanent resident

(Alien # A \_\_\_\_\_)

\_\_\_\_\_ An alien authorized to work until \_\_\_\_/\_\_\_\_/\_\_\_\_

(Alien # or Admission # \_\_\_\_\_)

**B. If applicant is a legal entity, please provide:**

Incorporated ☒ State of Incorporation MS

Partnership \_\_\_\_\_ L.L.C. \_\_\_\_\_ Other (please specify) \_\_\_\_\_

Business Address: P.O. Box 7164, Spanish Fort AL 36577  
(If different from address provided in Part I)

C. Ownership Information - List all owners, stockholders, officers, directors, partners, members, etc.

| Name           | Title     | Address          | Amount of Stock Held<br>(if any) |
|----------------|-----------|------------------|----------------------------------|
| Kristian Abard | Director  | 207 Glenwood St  |                                  |
| Michael Dorie  | President | 102 Spanish Main |                                  |

D. List all unpaid judgments against any person listed in Part II C, giving the names of persons against which such judgments are pending, the amount of all unpaid judgments, and the nature of the transactions or acts giving rise to the judgments:

| Name | Date | Amount | Location | Disposition |
|------|------|--------|----------|-------------|
|      |      |        |          |             |
|      |      |        |          |             |
|      |      |        |          |             |

PART III. VEHICLE/CARRIAGE INFORMATION:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ *Bat Charter*

Location of terminal/depot or stands & stables: Cooper Riverside Park- Floating Dock

What will be your days and hours of operation? Fri 3pm - Sun 7pm

How many vehicles (carriages) do you intend to operate? 1  
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make ~~2014~~ Sightseer Catamaran Year 2014 Model Power Catamaran

Seating Capacity 42 License Tag Number \_\_\_\_\_  
(If more than one vehicle, please provide information on separate sheet)

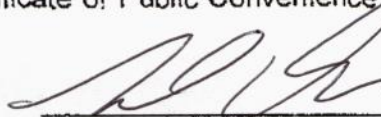
If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. all of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

  
Applicant's Signature

NAME OF ENTITY:

Wild Native, Inc

BY: Michael Dorie  
Its president

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21 DAY OF September, 2018

  
Notary Public



# MOBILE POLICE DEPARTMENT

## Personal Data Report

**NOT VALID WITHOUT  
EMBOSSSED SEAL  
OF THE MOBILE  
POLICE DEPARTMENT**

### General Descriptors

Name: DORIE, MICHAEL ALLAN  
Address: 102 SPANISH MAIN APT C  
SPANISH FORT ALABAMA 36527  
Phone: 251-654-1558  
Race: WHITE  
Sex: M  
Weight: 175  
Height: 5'08"  
Hair: BROWN  
Email1:

### Nick Name:

DOB: [REDACTED]  
Age: 42  
Eyes: BROWN  
Facial:  
Ethnic: NON HISPANIC/NON LATINO

Email2:

Alt.  
Address:  
Danger  
Desc:

### Identifying Numbers

DL State: AL  
MID:  
FBI:

FP:  
JRN:

DL Type:  
DOC:  
SID:

SSN: [REDACTED]

A search of the files in  
the Records Unit of the  
Mobile Police Department  
on this subject indicates:

**NO RECORD**

CHECKED BY: *[Signature]*

DATE: *Sept. 10, 2018*





(Applicant to present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such Sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: MICHAEL ALLAN DORIE  
DATE OF BIRTH: 5/21/76 SOCIAL SECURITY #: \_\_\_\_\_  
PRESENT ADDRESS: 102-C SPANISH MAIN, SPANISH FORT, AL 36527  
HOME PHONE NUMBER: 251 654 1558 WORK PHONE NUMBER: 251 272 4088

Attach a copy of your current driver's license to this sheet.

PRESENT EMPLOYER AND ADDRESS:  
Wild Native, Inc 800 Hillcrest Rd Bldg 1, Mobile, AL 36695  
PRESENT POSITION/TITLE: President

**JUDICIAL HISTORY:**

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

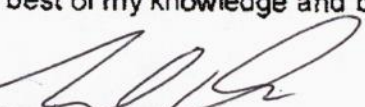
| <b>VIOLATION</b> | <b>JURISDICTION/COURT</b> | <b>DATE OF CASE</b> | <b>DISPOSITION</b> |
|------------------|---------------------------|---------------------|--------------------|
| _____            | _____                     | _____               | _____              |
| _____            | _____                     | _____               | _____              |
| _____            | _____                     | _____               | _____              |

List all unpaid judgments pending, giving the names of persons against which such judgments are pending and the amount of all unpaid judgments.

Give nature of all transactions or acts giving rise to these judgments.

Give name and location of court in which judgments were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

  
Signature

9/6/18  
Date Signed



# MOBILE POLICE DEPARTMENT

## Personal Data Report

### General Descriptors

Name: ABOUD, KRISTIAN  
Address: 207 GLENWOOD STREET  
MOBILE ALABAMA 36606  
Phone: 251-654-5609  
Race: W - WHITE  
Sex: M  
Weight: 200  
Height: 5'11"  
Hair: BROWN  
Email1:

Nick Name:

DOB: [REDACTED]  
Age: 41  
Eyes: GREEN  
Facial: [REDACTED]  
Ethnic: [REDACTED]

NOT VALID WITHOUT  
EMBOSSED SEAL  
OF THE MOBILE  
POLICE DEPARTMENT

Email2:

Alt.  
Address:  
Danger  
Desc:

### Identifying Numbers

DL State: AL

MID:

FBI:

FP:

JRN:

DL Type: D

DOC:

SID:

A search of the files in  
the Records Unit of the  
Mobile Police Department  
on this subject indicates:

NO RECORD

CHECKED BY:

DATE:

*Patricia Hall*  
*September 19, 2018*

(Applicant to present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such Sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kristian Aboud  
DATE OF PRESENT: 7, Box 71, FPO, AE 09729 SOCIAL SECURITY: 7, Box 71, FPO, AE 09729  
HOME PHONE NUMBER: 251 654 5609 WORK PHONE NUMBER: 251 272 4088

Attach a copy of your current driver's license to this sheet.

PRESENT EMPLOYER AND ADDRESS: WildNative Inc. 800 Hillcrest Rd, Bldg 1, Mobile, AL 36695

PRESENT POSITION/TITLE: Director

**JUDICIAL HISTORY:**

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

| VIOLATION | JURISDICTION/COURT | DATE OF CASE | DISPOSITION |
|-----------|--------------------|--------------|-------------|
| _____     | _____              | _____        | _____       |
| _____     | _____              | _____        | _____       |
| _____     | _____              | _____        | _____       |

List all unpaid judgments pending, giving the names of persons against which such judgments are pending and the amount of all unpaid judgments.

Give nature of all transactions or acts giving rise to these judgments.

Give name and location of court in which judgments were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: Jacinta Hall  
DATE: September 19, 2018

Date Signed

9/2/18

**NOT VALID WITHOUT  
EMBOSSSED SEAL  
OF THE MOBILE  
POLICE DEPARTMENT**



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Leslie Rey, Director of Human Resources

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

Award under Employee Suggestion Program

**Amount of Contract:**

\$1,000.00

**Effective Date of Contract:**

10/23/2018

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                | Type       | Upload Date |
|----------------------------|------------|-------------|
| Employee Suggestion 4-2018 | Cover Memo | 10/18/2018  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                  |
|--------------------------------|----------|-----------------------|
| Human Resources    Rey, Leslie | Approved | 10/18/2018 - 12:15 PM |
| Accounting Daniels, Bettye     | Approved | 10/18/2018 - 1:45 PM  |
| Mayors Office      Wesch, Paul | Approved | 10/18/2018 - 2:05 PM  |



## AGENDA ITEM SUMMARY SHEET

Agenda of: 10/16/2018  
Date

Item No. \_\_\_\_\_

Submitted by: Human Resources  
Department

Leslie Rey  
Department Head

Sponsored by: William S. Stimpson  
Name

Mayor  
Title

Reviewed by: Paul Wesch  
Executive Director

Routing Authorized: \_\_\_\_\_  
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Employee Suggestion Program Award (Suggestion #4-2018)

PURPOSE & SCOPE OF PROJECT:  
Award under Employee Suggestion Program

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,000.00

FUNDING SOURCE:

Budget Item: 11001100.49320

Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a

Matching funds: n/a

Associated Costs:

Current year (itemize)

Type: n/a

Amount: n/a

Future years

Year: n/a

Amount: n/a

*\*If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: 10/16/2018

Renewal date of contract (if applicable): n/a

If not bid, state reason: n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:  
n/a

**CITY OF MOBILE**

**RESOLUTION**

Sponsored by: Mayor William S. Stimpson

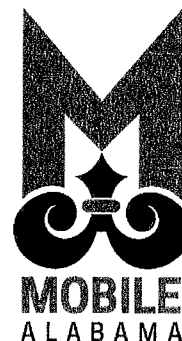
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$1,000.00 for the approved suggestion under the City of Mobile Employee Suggestion Program, HR Policy-003.1-95.

This employee is to be commended for the suggestion which will result in beneficial cost savings to the City of Mobile.

Adopted:

---

City Clerk



21 August 2018

To: Chief of Staff

Via: Director, Human Resources

Subject: Employee Suggestion 4-2018 Municipal Intercept Program

I recommend suggestion 4-2018 be approved with a total award of \$1,000.

This suggestion was originally submitted as 01-2018 by Kelly McArthur, reviewed and approved. However, the approval was withdrawn when additional information became available documenting that Wanda Bonham, Employee 7068, had originated the research and had been working with the League of Municipalities to implement the Municipal Intercept Program prior to McArthur's submitting the suggestion.

  
Gary E. Gamble, CHCM  
Director Safety and Performance  
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Decision by Chief of Staff

APPROVED

  
(Signature)

Date: 10/1/2018



# CITY OF MOBILE

## MAYOR'S "PAY IT FORWARD" EMPLOYEE SUGGESTION PROGRAM

Please print or type

|                                                                                                                                       |                         |                                                                                                                                                                      |  |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Name (First and Last)<br>Wanda Bonham                                                                                                 |                         | Department your suggestion will affect<br>All departments with debt owed by citizens.                                                                                |  |
| Department<br>Revenue                                                                                                                 | Office Phone            | Suggestion Number<br>(Assigned by Dept of Safety & Performance) <b>04-2018</b>                                                                                       |  |
| Division/Section                                                                                                                      |                         | If two or more employees have collaborated on this suggestion, check box and attach all names, job titles, employee numbers and signatures. <input type="checkbox"/> |  |
| Job Title<br>License Investigator                                                                                                     | Employee Number<br>7068 | NOTE: The use of my (our) adopted suggestion shall not form the basis of a future claim of any nature upon the City of Mobile.                                       |  |
| Signature (Suggestions not accepted if unsigned)<br> |                         | Date Suggestion Received<br><b>JUN 26 2018</b>                                                                                                                       |  |

**SUBJECT OF SUGGESTION**  
Collection of debt owed by citizens.

**DESCRIBE THE PROBLEM, CURRENT METHOD OR PROCEDURE**

Departments such as Revenue, Fire, Police, Courts and Accounting have an enormous amount of unpaid debt owed to the City of Mobile. The city does not have a full time staff devoted to concentrating on collection of debt. We may file liens and have court injunctions but they generally have little effect. Millions of dollars are owed the city that could be used for infrastructure repair and employee raises.

**YOUR PROPOSED SOLUTION:**  
(Specify in detail. Attach additional pages, sketches or samples, etc. to clarify.)

The Municipal Intercept program will allow the city to collect debt owed by individuals who receive a State refund. The program is handled through the Alabama League of Municipalities and ADOR and has no cost to the city to set up and use. There is only a small fee attached to an actual collection that is taken out of a successful intervention.

| PLEASE PROVIDE AS MUCH ESTIMATED SAVINGS INFORMATION (IF APPLICABLE) AS POSSIBLE |         |      |           |      |         |        |
|----------------------------------------------------------------------------------|---------|------|-----------|------|---------|--------|
|                                                                                  | CURRENT |      | SUGGESTED |      | SAVINGS |        |
|                                                                                  | HOURS   | \$\$ | HOURS     | \$\$ | HOURS   | \$\$   |
| Annual Labor                                                                     |         |      |           |      | 0       | \$0.00 |
| Annual Material Cost                                                             |         |      |           |      |         | \$0.00 |
| Total Savings                                                                    |         |      |           |      |         | \$0.00 |



## Alabama's only state tax refund municipal debt recovery program

[www.alintercept.org](http://www.alintercept.org)

### Why use Municipal Intercept Services (MIS) when we already have a debt collection service?

MIS is **NOT** a debt collection agency or service. MIS does not do what debt collection services do and debt collection services cannot offer what MIS does. MIS is a unique way to attempt to recover money owed to your municipality by "intercepting" an individual's Alabama State tax refund. Debt collection agencies can **NOT** offer you this service.

MIS is a legislatively sanctioned conduit with the Alabama Department of Revenue (ADOR) that enables ADOR to recover delinquent debts owed by individuals to your municipality by collecting this debt from the individual's Alabama state tax refund. This system was made possible by an Alabama legislative change enacted in 2014 through which ADOR agreed to process these debts through only two clearinghouse organizations: the Alabama League of Municipalities (ALM) for municipal entities and the Association of County Commissions of Alabama (ACCA) for county entities. In 2015, ALM formed MIS to act as the clearinghouse on behalf of its municipal entities.

### Who is eligible to use the MIS system?

Only municipal entities within Alabama are eligible to use the MIS system. This includes cities, towns, certain utility boards, housing authorities and hospitals. If your entity is considered a "county" rather than a "municipal" entity, you will need to contact the Association of County Commissions of Alabama (ACCA) at [www.alabamacounties.org](http://www.alabamacounties.org) to apply to participate in their program.

### Is there a fee to use the MIS system?

No. This service is **FREE** to eligible participating members. There is a \$25 service fee charged to and paid by the debtor for each successful intercept on each debt.

### What debts can be intercepted using the MIS system?

Any municipal debt that is considered final, still within its statute of limitations and is more than 60 days old can be submitted to MIS. Examples of debts include: court fees/fines, judgments, library fees, medical bills, ordinance violations, parking fees, rental/lease agreements, returned checks, sanitation/garbage fees and utility bills.

### What information will we need to input into the MIS system?

Each debt submitted to the MIS system requires first name of the debtor, last name of the debtor, social security number of the debtor, debt amount owned by the debtor and a debt type – why the debt is owed. No further information is needed.

**NOTE:** If the debtor is not eligible for an Alabama State tax refund, no money can be collected.



[www.alintercept.org](http://www.alintercept.org)



## FREQUENTLY ASKED QUESTIONS

### 1. WHY USE MUNICIPAL INTERCEPT SERVICES (MIS) WHEN WE ALREADY HAVE A DEBT COLLECTION SERVICE?

MIS is **NOT** a debt collection agency or service. MIS does not do what debt collection services do and debt collection services cannot offer what MIS does. MIS is a unique way to attempt to recover money owed to your municipality by "intercepting" an individual's Alabama State tax refund. Debt collection agencies can NOT offer you this service.

MIS is a legislatively sanctioned conduit with the Alabama Department of Revenue (ADOR) that enables ADOR to recover delinquent debts owed by individuals to your municipality by collecting this debt from the individual's Alabama state tax refund. This system was made possible by an Alabama legislative change enacted in 2014 through which ADOR agreed to process these debts through only two clearinghouse organizations: the Alabama League of Municipalities (ALM) for municipal entities and the Association of County Commissions of Alabama (ACCA) for county entities. In 2015, ALM formed MIS to act as the clearinghouse on behalf of its municipal entities.

### 2. WHO IS ELIGIBLE TO USE THE MIS SYSTEM?

Only municipal entities within Alabama are eligible. This includes cities, towns, certain utility boards, housing authorities and hospitals. If your entity is considered a "county" rather than "municipal" entity, you will need to contact the Association of County Commissions of Alabama (ACCA) at [www.alabamacounties.org](http://www.alabamacounties.org) to apply to participate in their program.

### 3. IS THERE A FEE TO USE THE MIS SYSTEM?

No. This service is free to eligible participating members. However, there is a \$25 service fee charged to and paid by the debtor for each successful intercept on each debt. This fee is collected as the first \$25 of any intercepted amount. If the intercept amount is less than \$25, MIS will collect ZERO fee and pass on the entire intercept amount to the participating member.

### 4. CAN DEBTS OWED BY BUSINESSES BE INTERCEPTED USING THE MIS SYSTEM?

No. Only debts from an individual can be processed by the Alabama Department of Revenue using the MIS system. Debts from businesses are not eligible. This is a restriction of the statute.

### 5. WHAT TYPE OF DEBTS CAN BE INTERCEPTED USING THE MIS SYSTEM?

Any municipal debt that is considered final, still within its statute of limitations and is more than 60 days old can be submitted to MIS. Examples of debt include:

- Court Fees/Fines
- Judgments
- Library Fees
- Medical Bills
- Ordinance Violations

continued





- Parking Fees
- Rental/Lease Agreements
- Returned Checks
- Sanitation/Garbage Fees
- Utility Bills

#### 6. ARE THERE ANY AGE RESTRICTIONS ON DEBTS THAT CAN BE SUBMITTED TO MIS?

To comply with the MIS Memorandum of Understanding and Agreement: "To become a delinquent debt, a **minimum period of sixty (60) days** must have elapsed between the time CLAIMANT AGENCY declares all of the applicable accounts or monetary obligations delinquent and the date the delinquent debt is submitted to MIS for interception." It is also important to remember that some debts may have a statute of limitations that should not be exceeded. Please note statute of limitations requirements are not specific to MIS – *any* statute of limitations should be abided regardless of the collection method used. The MIS system can **NOT** check or verify any age requirements; therefore, it will be entirely **your** responsibility to ensure all debts submitted comply with these laws. **We strongly suggest you contact your attorney to clarify any statute of limitations questions that may arise.**

#### 7. WHAT INFORMATION WILL WE NEED TO INPUT INTO THE MIS SYSTEM?

You will need to have ALL of the following information for each debt you want to submit through the MIS system:

- First Name of the debtor
- Last Name of the debtor
- Social Security Number of the debtor
- Debt Amount owned by the debtor
- Debt Type - why the debt is owed

#### 8. WHAT IS THE SMALLEST DEBT THE SYSTEM WILL PROCESS?

The smallest debt that can be submitted is \$25.

#### 9. CAN DEBTS OF LESS THAN \$25 BE COMBINED TO REACH THE \$25 THRESHOLD?

If you have the same debtor owning multiple debts and those individual debts are less than \$25 each, you can combine them into one debt of greater than \$25. However, individual debts greater than \$25 each cannot be combined.

#### 10. WHAT DO WE NEED TO HAVE IN PLACE BEFORE WE START USING THE MIS SYSTEM?

Even before submitting your application package, you should have the following in place:

- A checking bank account that will be able to accept direct deposit. MIS does not issue paper checks. All disbursements are made using direct deposit. We strongly recommend you open a separate escrow account for these funds to allow them to be held until any appeals process has been completed.



- An email address. All notifications from the system will be sent via email. We strongly recommend you set up a dedicated email address for this purpose.

• Have an "Appeals Procedure" in place. An appeals guidelines document can be found in the Documents section of this website. Your Appeals Procedure should be approved by your attorney and be officially adopted.

#### **11. WHAT HAPPENS WITH DEBTS OWED FOR CONTRACTED SERVICES SUCH AS GARBAGE COLLECTION?**

That depends on how the contract is written. There are many ways such a contract could be written. The contract might say the municipality pays the vendor based on the number of customers regardless of whether the customer pays or not. In this type of contract, it is entirely the responsibility of the municipality to collect the money owed; therefore, any monies not paid would be a debt to the municipality (not the vendor) and, in this scenario, the municipality could use MIS to recover the debt. However, some contracts say that the vendor is responsible for collecting its money directly from the customer. In this scenario, any unpaid monies are a debt to the vendor and **NOT** the municipality. Therefore, since the debt is **not** to a municipality, you could **NOT** use the MIS system.

#### **12. HOW DO WE SUBMIT AN APPLICATION TO JOIN THE MIS SYSTEM?**

You will need to complete and mail a signed copy of the MIS Memorandum of Understanding & Agreement, a signed Participation Form and a signed Direct Deposit Authorization Form. These documents can be found in the Documents section of this website and should be mailed to:

**Municipal Intercept Services LLC**  
**P.O. Box 1270**  
**Montgomery, AL 36102**

Once your application has been received and approved, you will be contacted with your login credentials for the MIS system and you can immediately start using the system. That contact will be in the form of a phone call with your unique Username and a temporary password. For security reasons, you should then log in and change that temporary password as soon as possible.

#### **13. WHAT HAPPENS IF A DEBTOR APPEALS AN INTERCEPT?**

Once an intercept has been successfully made, the individual will be mailed a letter from the MIS system informing him/her of the intercept and that they have 30 days to appeal. This appeal must be made in writing to the municipal entity that originally submitted the debt. The appeals procedure is entirely handled by that entity, including issuing a refund to the individual if their appeal is successful. MIS will not handle any appeals and cannot issue any refunds directly to individuals. The municipal entity is solely and completely responsible for any appeals.

#### **14. WHAT IF WE DON'T HAVE THE SOCIAL SECURITY NUMBER OF THE DEBTOR?**

There are many commercial services available, such as LexisNexis, which can research and find Social Security Numbers for a fee. The Social Security Number is a mandatory piece of information for each debt as this is used by the Alabama Department of Revenue to find matches.

#### **15. CAN WE USE A THIRD PARTY COLLECTION AGENCY TO SUBMIT OUR DATA?**

Yes. On the Application Form, you will see that, in addition to a section for all your municipal entity's contact



information, there is also an optional section for third party contact information. This section should be completed if you would like to use a third party collection agency to handle your data entry for you. You will be responsible for passing your login credentials to that third party.

**16. WHAT DO WE DO IF THE DEBTOR COMES IN AND PAYS US DIRECTLY AFTER WE HAVE SUBMITTED A DEBT TO MIS?**

You would use the "Edit/Delete Existing Debts" function in the MIS system to do one of two things. If the debtor comes in and pays off just some of the debt owed, you will need to edit that debt and change the debt balance to reflect the new debt balance. On the other hand, if the debtor comes in and pays off the entire debt, you will need to delete that debt from the MIS system. Please remember that in both cases you will then need to perform a "Release Debts to MIS" to certify those changes and allow MIS to submit those changes to Alabama Department of Revenue. Once they receive those changes, they will either update the debt balance accordingly or simply delete the debt from their system thereby stopping any future intercept attempts on that debt. We encourage you to make this change as soon as possible to avoid the possible intercept of an incorrect amount.

**17. WHAT DO WE DO IF WE RECEIVE NOTICE THAT A DEBTOR HAS FILED FOR BANKRUPTCY AFTER WE HAVE SUBMITTED THEIR DEBT TO MIS?**

You would need to use the "Edit/Delete Existing Debts" function in the MIS system to delete the debt as soon as possible. Please remember that you will then need to perform a "Release Debts to MIS" to certify that deletion request and allow MIS to submit that to the Alabama Department of Revenue so they will cease interception attempts on that debt.

**18. IS IT STILL POSSIBLE TO GET INTERCEPTS AFTER THE APRIL 15<sup>TH</sup> TAX DEADLINE?**

Absolutely! Based on other States that have similar programs, we expect intercepts to be possible all year round. So do not stop maintaining or entering new debts just because tax season is over.

**19. WHERE DOES MIS GET THE ADDRESS TO MAIL THE INTERCEPT NOTIFICATION LETTER?**

We use the address supplied by the Alabama Department of Revenue when they notify us of a successful intercept. It is the address off of the Alabama State tax return affected by the successful intercept. This should be the most current address available and may even be a more up to date than the address in your records.

**20. WHY DO I NOT SEE THE EMAIL COPIES OF THE INTERCEPT NOTIFICATION LETTERS?**

The MIS system will automatically email a copy of the intercept notification letter and ultimately any disbursement payment details to the email address of record for your account. The most common reason for not seeing these is that your email spam filters may be blocking them completely or redirecting them to your junk folder. There are 3 email addresses that MIS uses via [alintercept.org](mailto:alintercept.org) that you should allow through:

<recovery> – general inquiries email address.

<techsupport> – used by the MIS IT Department for notifications about system outages for scheduled maintenance for example.

<do-not-reply> – used by the system to send copies of intercept notification letters and disbursement payment information.





## 21. HOW CAN I TELL WHEN THE INTERCEPTED FUNDS WILL ACTUALLY ARRIVE?

The funds are disbursed by direct deposit into your bank account of record. No paper checks will be issued. To track the progress of the funds after a successful intercept, use the "View Transaction History" function to first see if the intercept has been funded by the Alabama Department of Revenue in the form of a check to MIS. Once that check has been processed by MIS, the funds will be eligible for disbursement 30 days after that date. This function will also ultimately show you when the actual disbursement took place and the amount directly deposited. You will receive an automatic email from the MIS system when the direct deposit is initiated although it may take a day or two for the funds to actually appear in your bank account depending on the bank's processing time.

## 22. DO WE STILL NEED TO NOTIFY THE DEBTOR OF THE ORIGINAL DEBT?

Yes. You still have the initial obligation to inform the individual that they owe that money in the first place. MIS will not do this on your behalf. The letter that MIS mails to the debtor is **ONLY** a notification that an intercept has happened and the money has been withheld from their tax refund.

## 23. HOW DO WE CHANGE OUR DESIGNATED MIS CONTACT PERSON?

It's a quick, two-step process. First: log into the MIS system and use the **Edit User Profile** function to change your password so that only the new contact person has access. Second: once you've changed the password, log out and then log back in using your new password and select the **Edit User Profile** function again to update all the contact information, such as name, phone number and email address, to reflect your new contact. This is a very important step as the system uses the data stored in the User Profile when it generates the Notification Letters and email notifications.

## 24. WHAT DO WE DO IF WE ARE LOCKED OUT OF OUR MIS ACCOUNT BECAUSE OUR MIS CONTACT PERSON NO LONGER WORKS FOR OUR MUNICIPALITY AND DIDN'T LEAVE US THE NECESSARY LOGIN CREDENTIALS?

Try contacting the former employee and requesting your MIS username and password. If they are able to provide you with your login credentials, you should immediately log into the MIS system and use the **Edit User Profile** function to reset your password. Having done that, log out and then log back in using your new password. You will then select the **Edit User Profile** function again to update all the contact information, such as name, phone number and email address, to reflect your new contact. **If you cannot reach the previous contact person, we are able to provide your username and reset your password for you.** To do this, you must submit a letter (either electronically as a scanned document or via USPS) to MIS on your entity's letterhead, signed by the Mayor, City Manager, Executive Director or General Manager, indicating the reason for this request including the name and title of the previous contact person and the name and title of the new contact person. Once we have received your official request, we can reset your password and will then call the new contact person by phone and assist them in resetting the User Profile information, including instructing them on how to reset the password.



## 25. WHAT IS THE "NEW YEAR DEBT RECERTIFICATION PROCESS"?

The Alabama Department of Revenue (ADOR) debt intercept program starts each calendar year anew and requires the resubmission of **ALL** debts at the start of the new year. Therefore, if you want ADOR to continue to attempt collecting intercepts on previously submitted debts, you will need to resubmit **ALL** your debts, including those certified and released during the previous year. Fortunately, "recertify" does **NOT** mean "reenter". Your debts are **not** deleted from the MIS system; therefore, you will not need to reenter your debts each year. All that is required is to **recertify** and **rerelease** all your debts at the start of each year.

Take this time to review all your current debts in the MIS system and make any corrections needed before the next tax season. Perhaps you forgot to modify the balance down after a debtor paid off some of their debt. Or perhaps the debt's statute of limitations has now expired and the debt should be deleted. Use this opportunity to tidy your list and confirm that all debts in the MIS system should be considered again for potential intercept by ADOR in the upcoming year.

## 26. HOW DO I RECERTIFY MY DEBTS?

At the start of each calendar year when you log into MIS, there will be a prominent **Important Notice** above the main menu that reads:

**IMPORTANT NOTICE:** At the start of each calendar year, you will be required to review, certify and re-release all your debts in the MIS system. Please note that until you perform your first "Release Debts to MIS" of the year, **NONE** of your debts will be eligible for potential intercept, even if they had been released last year. Therefore, please review, certify and re-release your debts as soon as possible.

At this point you should, if you haven't already, review **ALL** your debts in the system to ensure they are correct and you want them to be submitted to ADOR. Then you simply use the "Release Debts to MIS" function to release **ALL** your debts to MIS and select the "OK" button in the confirmation window to certify that the debt data is correct and you want it released to ADOR. Once you click OK, and release all of your debts in the system, you are done. Back to normal daily operations.

**Please remember that the "Release Debts to MIS" function will release ALL eligible debts and not just the ones visible on any one given page.**

**NOTE:** Recertification can **NOT** be done *prior* to the start of the new year. That being said, it is in your best interest to perform the recertification process as soon as possible *after* the new year. **Until your debts are recertified, ADOR has NONE of your debts and you WILL NOT receive any intercepts.** In addition, if you delay the recertification process, your debts may lose their original priority and fall behind other debts that have been recertified and rereleased. **Therefore, it is very important that you perform your debt review and then recertify and rerelease them as soon as possible at the start of each calendar year.**

MIS will send email reminders towards the end of the year for you to begin your review process. Reminders will also be emailed at the start of the new year alerting you that you can now recertify and rerelease your debts.

**This is a simple yet critical process. Until your debts are recertified, ADOR has NONE of your debts and you WILL NOT receive any intercepts. If you have any questions, please don't hesitate to contact us.**



## 27. CAN AN INTERCEPT BE REVERSED?

No. Unfortunately there is no way to reverse an intercept. Once the DOR has performed the intercept, they will NOT reverse it. They cannot reverse it regardless of whether the money to fund that intercept has been sent or not.

## 28. CAN SECTION 8 PARTICIPANTS' DELINQUENT DEBTS BE ENTERED INTO MIS?

Yes, but only if the debt is delinquent and owed directly to the housing authority. Third party debts are not allowed (e.g., debt owed by the Section 8 participant to someone other than the housing authority).

## 29. CAN YOU INCLUDE RESTITUTION IN THE AMOUNT OF A COURT DEBT OWED WHEN SUBMITTING THAT DEBT TO MIS?

No. You cannot collect restitution through MIS. As required under the statute that governs MIS, restitution is not a debt to a municipal entity. Restitution is a debt to the victim. This is based on a January 2017 opinion from the Attorney General's Office. For more information please refer to "AG Opinion Municipal Court Costs and Fines" in the Documents section of this website.

## 30. WHEN I USE THE EDIT/DELETE FUNCTION TO DELETE A DEBT IN THE MIS SYSTEM, WHY IS IT STILL LISTED?

When you use the Edit/Delete function, you are actually "marking a debt for deletion" rather than deleting it immediately. Keep in mind that, whether adding a new debt, editing an existing debt OR deleting a debt from the MIS system, it is **ALWAYS** a 2-step process. You must perform a "Release Debts to MIS" function, even when you are only trying to delete debts. Therefore, once you have "deleted" a debt using the Edit/Delete debt function, you then need to perform a "Release Debts to MIS" function to give MIS authority to send your deletion request to ADOR. Once MIS sends your debt(s) delete request to ADOR, the debt is then archived in the MIS system and will no longer appear.

3-12-18



**Act Number: 2014-321**

**Bill Number: H-82**

**Approved: April 7<sup>th</sup> 2014**

**Code of Alabama 1975 Section 40-18-100**

**Definitions.**

For the purposes of this article, the following terms shall have the respective meanings ascribed by this section:

(1) CLAIMANT AGENCY. Only:

a. The Alabama Commission on Higher Education with respect to the collection of debts under:

1. The Alabama Student Grant Program provided for by Chapter 33A of Title 16; and

2. The Alabama Guaranteed Student Loan Program provided for by Chapter 33B of Title 16.

b. The Alabama Department of Human Resources with respect to the collection of debts and money owed under any and all of its public assistance programs and other programs administered by that department, including support programs administered pursuant to the requirements of Title IV-D of the Social Security Act.

c. The Alabama Medicaid Agency with respect to the collection of debts and money owed under any and all of the programs it administers.

d. The Alabama Department of Labor with respect to the collection or recovery, or both, of debts owed as a result of overpayments of state unemployment compensation benefits.

e. The Unified Judicial System with respect to the collection of fines and court costs owed as a result of any court or judicial proceeding.

f. Counties and municipalities acting through an organization as provided in Section 40-18-103, with respect to the collection of any debt owed and finalized by law, ordinance, or resolution. For purposes of this section and Section 40-18-103, counties and municipalities shall include, without limitation, all corporations and other instrumentalities whose governing boards are comprised of a majority of members who are appointed or elected by counties or municipalities.

g. A housing authority under Chapter 1, Title 24, with respect to the collection of debts and money owed under any and all of the programs administered by the authority.

(2) DEBTOR. Any individual owing money or having a delinquent account with any claimant agency, which obligation has not been adjudicated, satisfied by court order, set aside by court order, or discharged in bankruptcy.

(3) DEBT. Any liquidated sum due and owing any claimant agency which has accrued through contract, subrogation, tort, or operation of law regardless of whether there is an outstanding judgment for that sum, or any liquidated sum of child or spousal support, or both child and spousal support, due and owing any individual eligible for and receiving child support enforcement services through the Alabama Department of Human Resources.

(4) DEPARTMENT. The Department of Revenue of the State of Alabama.

(5) REFUND. The Alabama income tax refund which the department determines to be due any individual taxpayer.

*(Acts 1981, No. 81-696, p. 1168, §1; Acts 1985, 2nd Ex. Sess., No. 85-994, p. 360, §1; Acts 1995, No. 95-750, p. 1748, §1; Acts 1997, No. 97-246, p. 426, §1; Act 2004-505, p. 981, §1; Act 2014-321, §1; Act 2014-424, §2.)*

### **Code of Alabama 1975 Section 40-18-103**

#### **Procedure for setoff and notification of taxpayer.**

(a) A county or municipality may submit a debt of at least \$25 owed to it for collection under this chapter. Provided, however, that a county or municipality must submit the debt to the department through one of the following:

(1) The Association of County Commissions of Alabama or an entity established through the Association of County Commissions of Alabama.

(2) The Alabama League of Municipalities or an entity established through the Alabama League of Municipalities.

The organization which submits a debt on behalf of any county or municipality may assess a reasonable fee, which shall be twenty-five dollars (\$25) for submitting the debt. This fee may be assessed against the debtor and collected as the first amount set off against any tax refund.

(b) Within a time frame specified by the department, a claimant agency seeking to collect a debt through setoff shall supply the information necessary to identify each debtor whose refund is sought to be set off and certify the amount of debt or debts owed by each such debtor.

(c) If a debtor identified by a claimant agency is determined by the department to be entitled to a refund of at least \$25 the department shall transfer an amount equal to the refund owed, not to exceed the amount of the claimed debt certified, to the claimant agency. When the income tax

refund owed exceeds the claimed debt, the department shall send the excess amount to the debtor within a reasonable time after such excess is determined.

(d) At the time of the transfer of funds to a claimant agency pursuant to subsection (c), the department shall notify the taxpayer or taxpayers whose refund is sought to be set off that the transfer has been made. Such notice shall clearly set forth the name of the debtor, the manner in which the debt arose, the amount of the claimed debt, the transfer of funds to the claimant agency pursuant to subsection (c) and the intention to set off the refund against the debt, the amount of the refund in excess of the claimed debt, the taxpayer's opportunity to give written notice to contest the setoff within 30 days of the date of mailing of the notice, the name and mailing address of the claimant agency to which the application for a hearing must be sent, and the fact that the failure to apply for such a hearing, in writing, within the 30-day period will be deemed a waiver of the opportunity to contest the setoff. In the case of a joint return or a joint refund, the notice shall also state the name of the taxpayer named in the return, if any, against whom no debt is claimed, the fact that a debt is not claimed against such taxpayer, the fact that such taxpayer is entitled to receive a refund if it is due him or her regardless of the debt asserted against his or her spouse, and that in order to obtain a refund due, such taxpayer must apply, in writing, for a hearing with the claimant agency named in the notice within 30 days of the date of the mailing of the notice. If a taxpayer fails to apply in writing for such a hearing within 30 days of the mailing of such notice, the taxpayer will have waived the opportunity to contest the setoff.

(e) Notwithstanding subsection (d), a claimant county or municipality as provided for in subsection (a) shall, at the time of the transfer of funds to the claimant county or municipality, notify the taxpayer or taxpayers whose refund is sought to be set off that the transfer has been made. Such notice shall clearly set forth the name of the debtor, the manner in which the debt arose, the amount of the claimed debt, the transfer of funds to the claimant county or municipality pursuant to subsection (c) and the intention to set off the refund against the debt, notice that any refund in excess of the claimed debt will be sent to the taxpayer, the taxpayer's opportunity to give written notice to contest the setoff within 30 days of the date of mailing of the notice, the name and mailing address of the claimant county or municipality to which the application for a hearing must be sent, and the fact that the failure to apply for such a hearing, in writing, within the 30-day period will be deemed a waiver of the opportunity to contest the setoff. In the case of a joint return or a joint refund, the notice shall also state the name of the taxpayer named in the return, if any, against whom no debt is claimed, the fact that a debt is not claimed against such taxpayer, the fact that such taxpayer is entitled to receive a refund if it is due him or her regardless of the debt asserted against his or her spouse, and that in order to obtain a refund due, such taxpayer must apply, in writing, for a hearing with the claimant county or municipality named in the notice within 30 days of the date of the mailing of the notice. If a taxpayer fails to apply in writing for such a hearing within 30 days of the mailing of such notice, the taxpayer will have waived the opportunity to contest the setoff.

(f) Upon receipt of funds transferred from the department pursuant to subsection (c), the claimant agency shall deposit and hold such funds in an escrow account until a final determination of the validity of the debt.

*(Acts 1981, No. 81-696, p. 1168, §1; Act 2014-321, §1.)*





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

Councilmember Fredrick Richardson, Jr. - District 1

**Purpose and Scope of Project:**

Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

10/30/2018

**Funding Source**

**Project #** 2060 Clinton Street - ME-039-18

**Discretionary Funds** N/A

**Project String** N/A

**Contract Number:**N/A

**Budget Amendment**      **REDUCE** N/A    **INCREASE** N/A

**Grant Funds** N/A

**Matching Funds** N/A

**ATTACHMENTS:**

| Description                      | Type       | Upload Date |
|----------------------------------|------------|-------------|
| Demolition - 2060 Clinton Street | Cover Memo | 10/19/2018  |

**REVIEWERS:**

| Department            | Reviewer           | Action   | Date                 |
|-----------------------|--------------------|----------|----------------------|
| Municipal Enforcement | Merchant, Mary Ann | Approved | 10/24/2018 - 4:48 PM |

## **RESOLUTION**

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **2060 Clinton Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 7, 8, 14 and 15 and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2060 Clinton Street** as:

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 BLOCK B TOULMINVILLE EXTENSION MBK 3 PAGE 701 THEN RUN SOUTHWESTERLY ALONG THE NORTH LINE OF CLINTON STREET 50 FT(S) TO THE POINT OF BEGINNING. CONTINUE SOUTHWESTERLY 40 FT THEN RUN NORTHERLY 202.16 FT THEN NORTH 100.72 FT THEN SOUTHERLY 195.39 FT THEN CONTINUE SOUTHERLY 100 FT TO THE POINT OF BEGINNING.**

**Parcel Number: 29 02 44 0 024 255.007**

**Last Assessed to: FOX ANNIE D**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

---

City Clerk

**MUNICIPAL ENFORCEMENT DIVISION**

October 15, 2018



**TO:** Lisa Lambert, City Clerk

**FR:** Gary Jackson, Program Coordinator  
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 30, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2060 CLINTON STREET.**  
OWNED BY OR MAY HAVE AN INTEREST: **FOX ANNIE D** IS A PUBLIC NUISANCE AS SET FORTH  
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE  
ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 024 255.007**

**COUNCIL DISTRICT 1 – FREDRICK RICHARDSON**

**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md



MEO: M. Davis

Date: 08/10/2018

Property Address: 2060 Clinton St.

District No: 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**



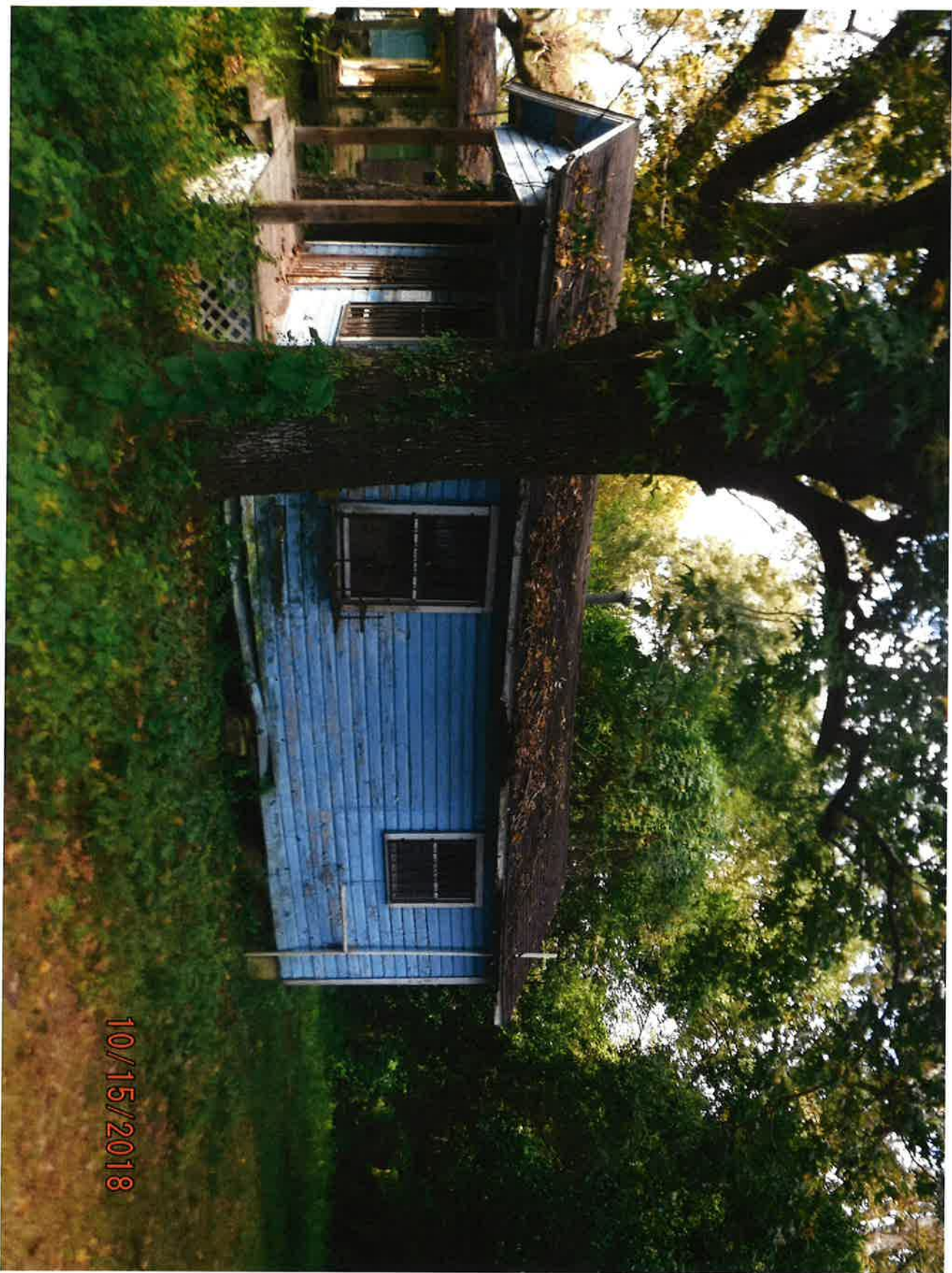
10/15/2018



**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**



**10/15/2018**



**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**

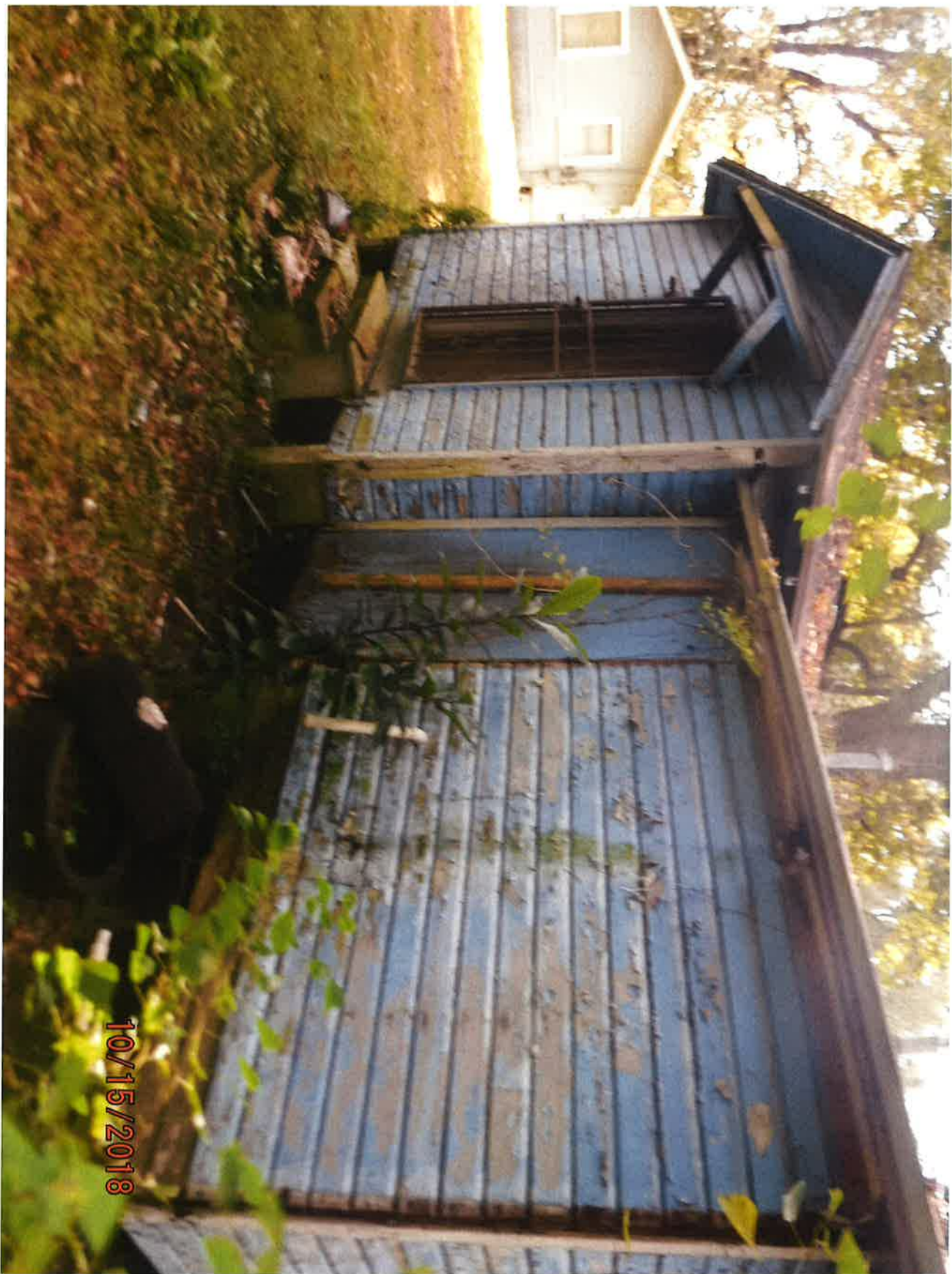




**NUISANCE ABATEMENT**

**2060 CLINTON STREET**

**AGENDA PHOTOS / DW**



**10/15/2018**

**Notice to Remedy Dangerous/Unsafe or Blighted Structure  
Municipal Enforcement**



Annie D. Fox  
765 Donald Street  
Mobile, AL 36617

September 6, 2018

RE: **2060 Clinton Street**  
**Project Number: ME-039-18**

Dear Annie D. Fox:

On August 10, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2060 Clinton Street.

I. **PROPERTY** The legal description of the Property is as follows:

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 BLOCK B  
TOULMINVILLE EXTENSION MBK 3 PAGE 701 THEN RUN  
SOUTHWESTERLY ALONG THE NORTH LINE OF CLINTON STREET  
50 FT(S) TO THE POINT OF BEGINNING. CONTINUE  
SOUTHWESTERLY 40 FT THEN RUN NORTHERLY 202.16 FT THEN  
NORTH 100.72 FT THEN SOUTHERLY 195.39 FT THEN CONTINUE  
SOUTHERLY 100 FT TO THE POINT OF BEGINNING.**

**Parcel Number: 29 02 44 0 024 255.007**

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

**Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

**Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.**

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **October 21, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 21, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 21, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 30, 2018 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

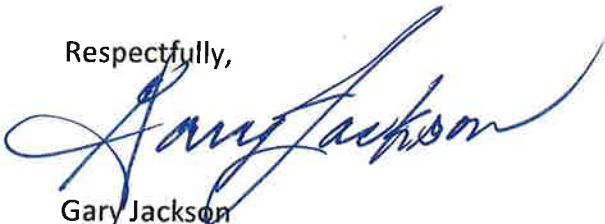
- ☐ Repaired; or,  
☒ Demolished



- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

JB

RE: 2060 Clinton Street

Date: August 7, 2018

FROM: Rhonda Lewis, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: July 30, 2018

Per the Title Report, the owner is: Annie D. Fox

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

1. Annie D. Fox  
765 Donald Street  
Mobile, AL 36617-3416

**TAXES: 2017 TAX SALE TO:**

2. Alabama Department of Revenue  
ATTN: Shelly Tice  
Property Tax Division  
P. O. Box 327210  
Montgomery, AL 36132-7210

**Open Mortgages:**

3. Sixty St. Francis St., Inc. at Thames, Jackson, Harris Co., Inc.  
60 St. Francis Street  
Mobile, AL 36633

NOTE: VLD Sixty St. Francis Street, Inc. to Annie D. Fox recorded VLD 5221 P1813, dated 8/30/2002, recorded 9/11/2002

**Parties with recorded liens per Title Report:**

4. James Alan Nadler, Esq.  
Attorney for Cavalry Portfolio Service  
2871 Acton Rd., Ste. 101A  
Birmingham, AL 35243

NOTE: Judgement - Cavalry Portfolio Service vs. Annie D. Fox, recorded 5/11/2011, VLD 6776/P 578

Lis Pendens filed by the City of Mobile vs Annie D. Fox, dated March 8, 2018 and recorded on March 20, 2018, RP 7615 P 1147.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

Councilmember Fredrick Richardson, Jr. - District 1

**Purpose and Scope of Project:**

Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

10/30/2018

**Funding Source**

**Project #** 2062 Clinton Street - ME-526-17

**Discretionary Funds** N/A

**Project String** N/A

**Contract Number:**N/A

**Budget Amendment**      **REDUCE** N/A    **INCREASE** N/A

**Grant Funds** N/A

**Matching Funds** N/A

**ATTACHMENTS:**

| Description                      | Type       | Upload Date |
|----------------------------------|------------|-------------|
| Demolition - 2062 Clinton Street | Cover Memo | 10/19/2018  |

**REVIEWERS:**

| Department            | Reviewer           | Action   | Date                 |
|-----------------------|--------------------|----------|----------------------|
| Municipal Enforcement | Merchant, Mary Ann | Approved | 10/24/2018 - 4:49 PM |



## **RESOLUTION**

Sponsored by: Councilmember Fredrick D. Richardson, Jr. – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **2062 Clinton Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 8, 14 and 15 and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2062 Clinton Street** as:

**A PT OF LOTS 12 & 15 BLK B TOULMINVILLE EXT MBK 3 PGS 701-702 COMM AT THE EXIST NW COR OF WELLWORTH & CLINTON STS & RUN ALG EXIST N ROW/L OF CLINTON ST ON BEARINGS & DIS OF S 51 DEG 46 MIN 30 SEC W 120.86 FT S 65 DEG 30 MIN W 52.92 FT S 67 DEG 25 MIN 30 SEC W FOR 133.16 FT TO THE POB TH CONT S 67 DEG 25 MIN W FOR 50 FT TH RUN 23 DEG 26 MIN 30 SEC W FOR 115.77 FT TH RUN N 03 DEG 46 MIN 30 SEC E ALG THE E ROW/L OF THE E TOULMINVILLE DRAINAGE FOR 96.20 FT TH RUN S 25 DEG 08 MIN 30 SEC E FOR 202.16 FT TO THE POB & CONTG 0.1744 ACS M/L #SEC 44 T4S R1W #MP29 02 44 0 024**

**Parcel Number: 29 02 44 0 024 255.009**

**Last Assessed to: BARNES LEBARON**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure

be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

---

City Clerk

**MUNICIPAL ENFORCEMENT DIVISION**

October 15, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator  
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 30, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2062 CLINTON STREET.**  
OWNED BY OR MAY HAVE AN INTEREST: **BARNES LEBARON** IS A PUBLIC NUISANCE AS SET  
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE  
ABATEMENT".(See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 024 255.009**

**COUNCIL DISTRICT 1 – FREDRICK RICHARDSON**

**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md



# City of Mobile Blight Survey 2017

Report Date - 9/13/2017 2:02:36 PM

## Property Address

**2062 CLINTON ST**

## Property Details

|                |          |                            |  |
|----------------|----------|----------------------------|--|
| Parcel Keyx    | 02687845 | Local Historic Registry    |  |
| Status         | Scored   | National Historic Registry |  |
| Blight Zone    |          | Central Business District  |  |
| Structure Type | R        |                            |  |

## Survey Results

|                             |                      |                             |   |
|-----------------------------|----------------------|-----------------------------|---|
| Danger to Adjoin Property   | N                    | Tax Delinquent              | N |
| Danger to Public ROW        | N                    | Code Violations             | Y |
| Danger to Human/Life/Health | N                    | Utilities Disconnected      | Y |
| Contributing Structure      | N                    | Water Penetrating Structure | Y |
| Vacant                      | Y                    | Fire Damage                 | N |
| Open Bldg Permits           | N                    | Roof Damage                 | Y |
| Bldg Open To Public         | Y                    | Wall Compromised            | N |
| Proximity to Blight         | Y                    | Foundation Compromised      | N |
| Survey Date                 | 1/12/2017 3:22:29 PM | Comments                    |   |

## Property Score

|       |    |                   |                  |
|-------|----|-------------------|------------------|
| Score | 43 | Score Description | Review Committee |
|-------|----|-------------------|------------------|



# NUISANCE ABATEMENT INSPECTION CHECKLIST

**MEO:** M. Davis

**Date:** 08/10/2018

**Property Address:** 2062 Clinton St. **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☐ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**



10/15/2018



**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**





**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**

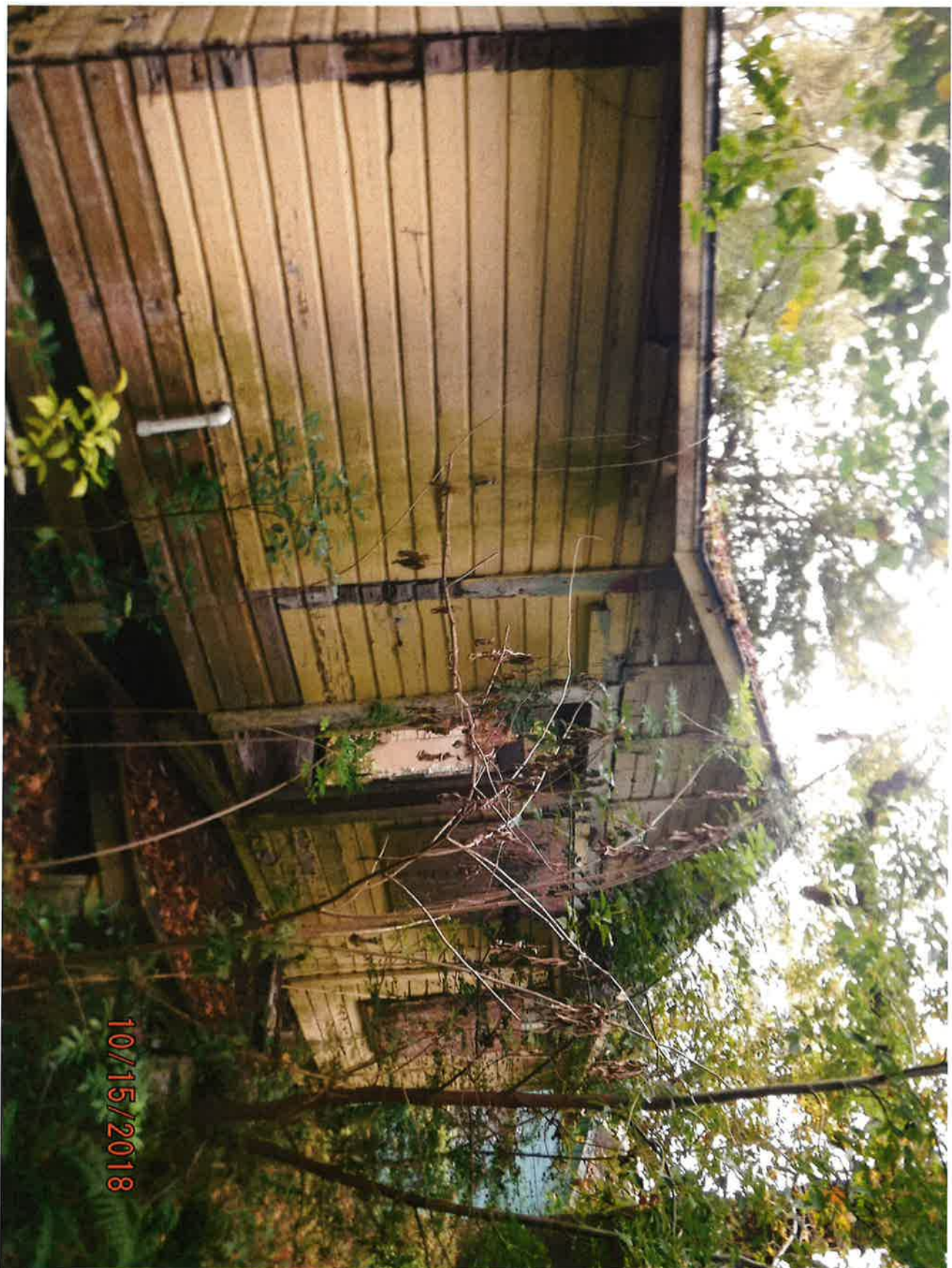




**NUISANCE ABATEMENT**

**2062 CLINTON STREET**

**AGENDA PHOTOS / DW**



10/15/2018

**Notice to Remedy Dangerous/Unsafe or Blighted Structure  
Municipal Enforcement**



Lebaron Barnes  
2557 McKinley Street  
Mobile, AL 36610

September 6, 2018

**RE: 2062 Clinton Street**  
**Project Number: ME-526-17**

Dear Lebaron Barnes:

On August 10, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2062 Clinton Street.

I. **PROPERTY** The legal description of the Property is as follows:

A PT OF LOTS 12 & 15 BLK B TOULMINVILLE EXT MBK 3 PGS 701-702 COMM AT THE EXIST NW COR OF WELLWORTH & CLINTON STS & RUN ALG EXIST N ROW/L OF CLINTON ST ON BEARINGS & DIS OF S 51 DEG 46 MIN 30 SEC W 120.86 FT S 65 DEG 30 MIN W 52.92 FT S 67 DEG 25 MIN 30 SEC W FOR 133.16 FT TO THE POB TH CONT S 67 DEG 25 MIN W FOR 50 FT TH RUN 23 DEG 26 MIN 30 SEC W FOR 115.77 FT TH RUN N 03 DEG 46 MIN 30 SEC E ALG THE E ROW/L OF THE E TOULMINVILLE DRAINAGE FOR 96.20 FT TH RUN S 25 DEG 08 MIN 30 SEC E FOR 202.16 FT TO THE POB & CONTG 0.1744 ACS M/L #SEC 44 T4S R1W #MP29 02 44 0 024

**Parcel Number: 29 02 44 0 024 255.009**

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

**Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

**Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.**

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **October 21, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 21, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 21, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 30, 2018 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,

☒ Demolished



- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson  
Municipal Enforcement Program Coordinator



NUISANCE ABATEMENT WORKSHEET

JP

**RE:** 2062 Clinton Street

Date: August 7, 2018

**FROM:** Rhonda Lewis, Real Estate Dept

**TO:** Business Services / Municipal Enforcement Division

Title Report effective date: July 30, 2018

**Per the Title Report, the owner is:** Lebaron Barnes

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

1. Lebaron Barnes  
2557 McKinley Street  
Mobile, AL 36610

**TAXES: PAID**

**Open Mortgages:**

2. Sixty St. Francis St., Inc. at Thames, Jackson, Harris Co., Inc.  
60 St. Francis Street  
Mobile, AL 36633

NOTE: VLD Sixty St. Francis Street, Inc. to Lebaron Barnes recorded VLD 6854 P1914, dated 2/20/2012

**Parties with recorded liens per Title Report:**

3. Sandra Cooper Simpson, Esq.  
Zarzour & Schwartz  
Attorney for Capital One Bank  
P.O. Box 11366  
Birmingham, AL 35202

NOTE: Judgement - Capital One Bank USA vs. Lebaron Barnes 7/13/2009, recorded 6568/1575

Lis Pendens filed by the City of Mobile vs Lebaron Barnes, dated February 22, 2018 and recorded on February 26, 2018, RP 7607 P 621.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

Councilmember Levon C. Manzie - District 2

**Purpose and Scope of Project:**

Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

10/30/2018

**Funding Source**

**Project #** 653 Crawford Lane - ME-529-17

**Discretionary Funds** N/A

**Project String** N/A

**Contract Number:**N/A

**Budget Amendment**      **REDUCE** N/A    **INCREASE** N/A

**Grant Funds** N/A

**Matching Funds** N/A

**ATTACHMENTS:**

| Description                    | Type       | Upload Date |
|--------------------------------|------------|-------------|
| Demolition - 653 Crawford Lane | Cover Memo | 10/19/2018  |

**REVIEWERS:**

| Department            | Reviewer           | Action   | Date                 |
|-----------------------|--------------------|----------|----------------------|
| Municipal Enforcement | Merchant, Mary Ann | Approved | 10/24/2018 - 4:50 PM |

## **RESOLUTION**

Sponsored by: Councilmember Levon C. Manzie – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances,“ adopted December 5, 2017, the accessory structure at **653 Crawford Lane** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 7, 8, and 15 and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **653 Crawford Lane Street** as:

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 CRAWFORD PLACE MBK 14/5, THEN RUN NORTHEAST 130 FT(S) ALONG THE NORTH ROW OF CRAWFORD LN TO THE POB, THEN RUN NORTH 542 FT, THEN RUN EAST 34 FT, THEN RUN SOUTH 280 FT(S), THEN RUN EAST 17 FT, THEN RUN SOUTH 330 FT(S) TO THE NORTH ROW OF CRAWFORD LN, THEN RUN SOUTHWEST 50 FT(S) TO THE POB.**

**Parcel Number: 29 02 44 0 022 008.001**

**Last Assessed to: ROCKER, RANDAL MAURICE, JR.**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

---

City Clerk



**MUNICIPAL ENFORCEMENT DIVISION**

October 15, 2018



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator  
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 30, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **653 CRAWFORD LANE.**  
OWNED BY OR MAY HAVE AN INTEREST: **ROCKER RANDAL MAURICE JR** IS A PUBLIC NUISANCE  
AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED  
"NUISANCE ABATEMENT".(See attached letters for all other name and addresses from Real  
Estate)

**PARCEL NUMBER: 29 02 44 0 022 008**

**COUNCIL DISTRICT 2 – LEVON C. MANZIE**

**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md



# City of Mobile Blight Survey 2018

Report Date - 7/24/2018 11:40:57 AM

## Property Address

**653 CRAWFORD LN**

## Property Details

|                |             |                            |   |
|----------------|-------------|----------------------------|---|
| Parcel Keyx    | 00684325    | Local Historic Registry    |   |
| Status         |             | National Historic Registry |   |
| Blight Zone    |             | Council District           | 2 |
| Structure Type | RESIDENTIAL | Flood Zone 2018 / 2019     | / |

## Survey Results

|                             |                      |                             |   |
|-----------------------------|----------------------|-----------------------------|---|
| Danger to Adjoin Property   | N                    | Tax Delinquent              | N |
| Danger to Public ROW        | N                    | Code Violations             | N |
| Danger to Human/Life/Health | N                    | Utilities Disconnected      | N |
| Contributing Structure      | N                    | Water Penetrating Structure | Y |
| Vacant                      | N                    | Fire Damage                 | N |
| Open Bldg Permits           | N                    | Roof Damage                 | Y |
| Bldg Open To Public         | N                    | Wall Compromised            | Y |
| Proximity to Blight         | Y                    | Foundation Compromised      | Y |
| Survey Date                 | 1/24/2018 4:41:28 PM | Comments                    |   |

## Property Score

|       |    |                   |      |
|-------|----|-------------------|------|
| Score | 73 | Score Description | Demo |
|-------|----|-------------------|------|

# NUISANCE ABATEMENT INSPECTION CHECKLIST

**MEO:** M. Davis

**Date:** 08/15/2018

**Property Address:** 653 Crawford Lane

**District No:** 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.



**NUISANCE ABATEMENT**

**653 CRAWFORD LANE**

**AGENDA PHOTOS / DW**





**NUISANCE ABATEMENT**

**653 CRAWFORD LANE**

**AGENDA PHOTOS / DW**





**NUISANCE ABATEMENT**

**653 CRAWFORD LANE**

**AGENDA PHOTOS / DW**





**NUISANCE ABATEMENT**

**653 CRAWFORD LANE**

**AGENDA PHOTOS / DW**



10/15/2018



**NUISANCE ABATEMENT**

**653 CRAWFORD LANE**

**AGENDA PHOTOS / DW**



10/15/2018



**Notice to Remedy Dangerous/Unsafe or Blighted Structure  
Municipal Enforcement**



Randal Maurice Rocker, Jr.  
1601 Neshota Drive Apt 102  
Mobile, AL 36605-3020

September 6, 2018

RE: **653 Crawford Lane**  
Project Number: **ME-529-17**

Dear Randal Maurice Rocker, Jr.:

On August 15, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 653 Crawford Lane.

I. **PROPERTY** The legal description of the Property is as follows:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 CRAWFORD PLACE MBK 14/5, THEN RUN NORTHEAST 130 FT(S) ALONG THE NORTH ROW OF CRAWFORD LN TO THE POB, THEN RUN NORTH 542 FT, THEN RUN EAST 34 FT, THEN RUN SOUTH 280 FT(S), THEN RUN EAST 17 FT, THEN RUN SOUTH 330 FT(S) TO THE NORTH ROW OF CRAWFORD LN, THEN RUN SOUTHWEST 50 FT(S) TO THE POB.

Parcel Number: **29 02 44 0 022 008.001**

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☐ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

**Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

**Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.**

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **October 21, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 21, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 21, 2018**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 30, 2018 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson  
Municipal Enforcement Program Coordinator



# NUISANCE ABATEMENT WORKSHEET

FB

RE: 653 Crawford Lane

Date: August 28, 2018

FROM: Rebecca Glennon, Real Estate Dept

TO: Business Services / Municipal Enforcement Division

Title Report effective date: August 8, 2018

**Per the Title Report, the owners are:** Randal Maurice Rocker, ½ interest  
Angela Rocker Shine ½ interest

Note: The ½ interest of Angela Rocker Shine was never conveyed to Randal Maurice Rocker.

Note: The legal description in the deed to Randal Maurice Rocker in the Real Property Book 7307 Page 1860 is a bad legal. If legal description is needed-- use parcel B in the deed Real Property Book 6531 Page 1267, Fox to Shine.

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

1. Randal Maurice Rocker, Jr. Phone: (251) 604-0763 or (251) 725-0385  
1601 Neshota Drive, Apt 102  
Mobile, AL 36605-3020
2. Angela Rocker Shine Phone: (251) 471-2076  
655 Crawford Lane  
Mobile, AL 36617-3858

**TAXES:** PAID

**Open Mortgages:** None

**Parties with recorded liens per Title Report:**

3. Alabama State Dept. of Revenue  
Collections Service Dept.  
P.O. Box 327820  
Montgomery, AL 36132 -7820

Note: State of Alabama vs. Randal M. Rocker, Acc # IIT R002856132, Lein # 104416768, recorded in RP 7292 Page 1181 on 08/12/2015.

Lis Pendens filed by the City of Mobile against Randal Maurice Rocker, Jr., recorded in RP Book 7607 Page 613, dated 02-26-2018.



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description | Type       | Upload Date |
|-------------|------------|-------------|
| Group 1582  | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer           | Action   | Date                    |
|-------------------------------|----------|-------------------------|
| City Clerk Merchant, Mary Ann | Approved | 10/25/2018 -<br>2:27 PM |

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 23 described in the resolution adopted on the 25<sup>th</sup> day of September, 2018, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 23, as described in the resolution adopted on the 25th day of September, 2018, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1582, on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

---

City Clerk



A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1582** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **30<sup>th</sup> day of October, 2018**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: 09-25-18

  
\_\_\_\_\_  
City Clerk



|                                        |                                     |                            |                 |            |                 |
|----------------------------------------|-------------------------------------|----------------------------|-----------------|------------|-----------------|
|                                        | <b>WEED LIEN</b>                    |                            |                 |            |                 |
|                                        | <b>GROUP 1582</b>                   |                            |                 |            | <b>Res. No.</b> |
| <b>9/25/2018</b>                       | <b>LOTS TO BE DECLARED</b>          |                            |                 |            | <b>58-</b>      |
| <b>10/30/2018</b>                      | <b>LOTS FOR PUBLIC HEARING</b>      |                            |                 |            | <b>58-</b>      |
| <b>//2018</b>                          | <b>LOTS TO BE ASSESSED FOR COST</b> |                            |                 |            | <b>58-</b>      |
|                                        |                                     |                            | <b>Amount</b>   | <b>Dis</b> | <b>N/A</b>      |
| <b>No.</b>                             | <b>Address</b>                      | <b>SRO No.</b>             | <b>Assessed</b> |            | <b>CBO</b>      |
| 1                                      | 616 Petit Ave                       | 876328                     |                 | 1          |                 |
| 2                                      | 2118 Gibson St                      | 876330                     |                 | 1          |                 |
| 3                                      | 5661 King St                        | 876367                     |                 | 4          |                 |
| 4                                      | 2707 Farnell Dr                     | 876366                     |                 | 4          |                 |
| 5                                      | 7103 Tenth St                       | 879367                     |                 | 7          |                 |
| 6                                      | 430 Winston Hopkins Dr              | 880016                     |                 | 7          |                 |
| 7                                      | 0 Lincoln Ave                       | 882778                     |                 | 2          |                 |
|                                        | Parcel No. (22 08 44 0 019 092.XXX) |                            |                 |            |                 |
| 8                                      | 2308 Cecelia St                     | 882779                     |                 | 1          |                 |
| 9                                      | 112 Shell Road Pl                   | 882781                     |                 | 1          |                 |
| 10                                     | 367 West St                         | 882782                     |                 | 2          |                 |
| 11                                     | 2355 Bullen St                      | 882783                     |                 | 1          |                 |
| 12                                     | 1314 Pecan St                       | 887126                     |                 | 2          |                 |
| 13                                     | 6302 Biloxi Ave                     | 887127                     |                 | 7          |                 |
| 14                                     | 659 Cody Rd                         | 887128                     |                 | 7          |                 |
| 15                                     | Tillman Corner Lot 1                | 887131                     |                 | 4          |                 |
|                                        | Parcel No. (33 08 27 2 000 021.03X) |                            |                 |            |                 |
| 16                                     | Tillman Corner Lot 2                | 887132                     |                 | 4          |                 |
|                                        | Parcel No. (33 08 27 2 000 021.007) |                            |                 |            |                 |
| 17                                     | 1009 Alba St                        | 887134                     |                 | 3          |                 |
| 18                                     | 2536 Victory Ave                    | 887135                     |                 | 1          |                 |
| 19                                     | 2257 Clinton St                     | 887136                     |                 | 1          |                 |
| 20                                     | 1560 Butler St                      | 877137                     |                 | 1          |                 |
| 21                                     | 374 Dunbar St                       | 887139                     |                 | 2          |                 |
| 22                                     | 510 English St                      | 887140                     |                 | 2          |                 |
| 23                                     | 2320 Lourdes Cir N                  | 892072                     |                 | 1          |                 |
|                                        |                                     | <b>Total</b>               | <b>\$ -</b>     |            |                 |
| <b>District total for this group</b>   |                                     | <b>Numbers of lots cut</b> |                 |            |                 |
| 1                                      | 9                                   |                            | 1               |            |                 |
| 2                                      | 5                                   |                            | 2               |            |                 |
| 3                                      | 1                                   |                            | 3               |            |                 |
| 4                                      | 4                                   |                            | 4               |            |                 |
| 5                                      | 0                                   |                            | 5               |            |                 |
| 6                                      | 0                                   |                            | 6               |            |                 |
| 7                                      | 4                                   |                            | 7               |            |                 |
|                                        | <b>23</b>                           |                            | <b>0</b>        |            |                 |
| <b>*ADD Added in from other Groups</b> |                                     |                            |                 |            |                 |
| <b>*CBO Cut By Owner</b>               |                                     |                            |                 |            |                 |
| <b>*N/A Taken out by Inspector</b>     |                                     |                            |                 |            |                 |


 9/12/18  
 9/17/18



**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Jennifer Sands, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **September 20, 2018**

SUBJECT: WEED LIEN GROUP **1582**

Attached, please find Assessment Lists for Weed Lien Group Number **1582** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

|                                                |                   |
|------------------------------------------------|-------------------|
| FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): | <u>9/25/2018</u>  |
| SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):  | <u>10/30/2018</u> |

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

\*\*\*\*\*FOR LOT CLEANING OFFICE USE\*\*\*\*\*

NUISANCE PHOTOS (DATED): 9/27/2018

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 10/11/2018

LEGAL NOTICE ADS: 10/17/2018-10/24/2018

POSTING DATE: 10/23/2018

Copy to: Felicia Glover

*Handwritten signatures and dates:*  
9/17/18  
9/11/18





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Gary Jackson, Municipal Enforcement Program Coordinator

**Sponsored by:**

Councilmember - District 1 - Fred Richardson (cases 4)  
Councilmember - District 2 - Levon Manzie (cases 5)  
Councilmember - District 3 - C. J. Small (cases 12)  
Councilmember - District 4 - John Williams (case 1)  
Councilmember - District 5 - Joel Daves (case 1)

**Purpose and Scope of Project:**

Declare Weed Lien Group #1585

**Effective Date of Contract:**

10/30/2018

**Funding Source**

**Project #** Weed Lien Group 1585

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description           | Type       | Upload Date |
|-----------------------|------------|-------------|
| Weed Lien Group #1585 | Cover Memo | 10/24/2018  |

**REVIEWERS:**

| Department            | Reviewer           | Action   | Date                 |
|-----------------------|--------------------|----------|----------------------|
| Municipal Enforcement | Merchant, Mary Ann | Approved | 10/25/2018 - 8:55 AM |



**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Jennifer Sands, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **October 25, 2018**

SUBJECT: **WEED LIEN GROUP 1585**

Attached, please find Assessment Lists for Weed Lien Group Number **1585** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/30/2018

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 12/4/2018

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

\*\*\*\*\*FOR LOT CLEANING OFFICE USE\*\*\*\*\*

NUISANCE PHOTOS (DATED): 11/1/2018

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 11/15/2018

LEGAL NOTICE ADS: 11/21/2018-11/28/2018

POSTING DATE: 11/27/2018

Copy to: Felicia Glover

|                                 |                                       | WEED LIEN                    |                 |          |         |
|---------------------------------|---------------------------------------|------------------------------|-----------------|----------|---------|
|                                 |                                       | GROUP 1585                   |                 | Res. No. |         |
| 10/30/2018                      |                                       | LOTS TO BE DECLARED          |                 | 58-      |         |
| 12/4/2018                       |                                       | LOTS FOR PUBLIC HEARING      |                 | 58-      |         |
| //2018                          |                                       | LOTS TO BE ASSESSED FOR COST |                 | 58-      |         |
| No.                             | Address                               | SRO No.                      | Amount Assessed | Dis      | N/A CBO |
| 1                               | 1621 Levene Rd                        | 894931                       |                 | 3        |         |
| 2                               | 1306 Olive St                         | 894932                       |                 | 3        |         |
| 3                               | 1504 Terrell Rd                       | 894934                       |                 | 3        |         |
| 4                               | 2227 Cassie Ln                        | 894938                       |                 | 3        |         |
| 5                               | 1919 St Stephens Rd                   | 894940                       |                 | 1        |         |
| 6                               | 2506 Pineway Dr                       | 894944                       |                 | 4        |         |
| 7                               | 2972 Northwest Dr                     | 894946                       |                 | 1        |         |
| 8                               | 1577 Polk St                          | 894948                       |                 | 3        |         |
| 9                               | 2710 Ralston Rd                       | 894949                       |                 | 5        |         |
| 10                              | 1155 Cottrell St                      | 889326                       |                 | 3        |         |
| 11                              | 1153 Cottrell St                      | 894951                       |                 | 3        |         |
| 12                              | 1152 ½ Arlington St                   | 890816                       |                 | 3        |         |
| 13                              | 1106 Arlington St                     | 894955                       |                 | 3        |         |
| 14                              | 1257 Bernice Hudson Dr/1255 Easton St | 894956                       |                 | 3        |         |
| 15                              | 1151 Cottrell St                      | 894958                       |                 | 3        |         |
| 16                              | 1853 Toulmin Ave                      | 895694                       |                 | 1        |         |
| 17                              | 1454 Butler St                        | 895696                       |                 | 1        |         |
| 18                              | 1948 Bay Bridge Rd                    | 895697                       |                 | 2        |         |
| 19                              | 483 Chin St                           | 895699                       |                 | 2        |         |
| 20                              | 459 Chin St                           | 895700                       |                 | 2        |         |
| 21                              | 461 Chin St                           | 895702                       |                 | 2        |         |
| 22                              | 1802 Dr Martin Luther King Jr Ave     | 895703                       |                 | 2        |         |
| 23                              | 811 Kentucky St                       | 897478                       |                 | 3        |         |
|                                 |                                       | Total                        | \$ -            |          |         |
| District total for this group   |                                       | Numbers of lots cut          |                 |          |         |
| 1                               | 4                                     |                              | 1               |          |         |
| 2                               | 5                                     |                              | 2               |          |         |
| 3                               | 12                                    |                              | 3               |          |         |
| 4                               | 1                                     |                              | 4               |          |         |
| 5                               | 1                                     |                              | 5               |          |         |
| 6                               | 0                                     |                              | 6               |          |         |
| 7                               | 0                                     |                              | 7               |          |         |
|                                 | 23                                    |                              | 0               |          |         |
| *ADD Added in from other Groups |                                       |                              |                 |          |         |
| *CBO Cut By Owner               |                                       |                              |                 |          |         |
| *N/A Taken out by Inspector     |                                       |                              |                 |          |         |

AK 10/23/18  
 G 10/23/18





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER JOHN WILLIAMS

**Purpose and Scope of Project:**

FUNDS WILL BE USED FOR IMPROVING OUR NEIGHBORHOOD BY CLEANING OUT OUR CURBS, GUTTERS AND RE-PAINTING NUMBERS ON THE CURBS THROUGHOUT THE NEIGHBORHOOD

**Amount of Contract:**

\$3,600.00

**Funding Source**

**Project #** DSC-04 / 10041020-42080

**Discretionary Funds** DSC-04

**Project String**

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                                                | Type       | Upload Date |
|------------------------------------------------------------|------------|-------------|
| RIVIERE DU CHIEN<br>ESTATES PROPERTY<br>OWNERS ASSOCIATION | Cover Memo | 10/25/2018  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                    |
|--------------------------------|----------|-------------------------|
| Accounting Daniels, Bettye     | Approved | 10/25/2018 -<br>2:00 PM |
| Finance      Wesch, Paul       | Approved | 10/25/2018 -<br>3:15 PM |
| Mayors Office      Wesch, Paul | Approved | 10/25/2018 -<br>3:28 PM |

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember John Williams*

WHEREAS, *Councilmember Williams wishes to donate \$3,600.00 to the Riviere Du Chien Estates Property Owners Association from his discretionary funds; and*

WHEREAS, *the Riviere Du Chien Estates Property Owners Association is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *Riviere Du Chien Estates Property Owners Association will be used for improving our neighborhood by cleaning out our curbs, gutters and re-painting numbers on the curbs throughout the neighborhood* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Riviere Du Chien Estates Property Owners Association* serves a public purpose and further approves and directs the payment of same.

Adopted:

\_\_\_\_\_  
City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER BESS RICH

**Purpose and Scope of Project:**

TO BUY SUPPLIES TO AWARD OUR WOUNDED VETERANS WITH A HANDMADE QUILT TO THANK THEM FOR THEIR SERVICE TO OUR COUNTRY

**Amount of Contract:**

\$1,250.00

**Funding Source**

**Project #** DSC-06 / 10041020-42080

**Discretionary Funds** DSC-06

**Project String**

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description     | Type       | Upload Date |
|-----------------|------------|-------------|
| QUILTS OF VALOR | Cover Memo | 10/25/2018  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Accounting Daniels, Bettye     | Approved | 10/25/2018 - 2:00 PM |
| Finance      Wesch, Paul       | Approved | 10/25/2018 - 3:15 PM |
| Mayors Office      Wesch, Paul | Approved | 10/25/2018 - 3:26 PM |



RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*

WHEREAS, *Councilmember Rich wishes to donate \$1,250.00 to the Quilts of Valor from her discretionary funds; and*

WHEREAS, *the Quilts of Valor is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the *Quilts of Valor will be used to buy supplies to award our wounded veterans with a handmade quilt – to thank them for their service to our country* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Quilts of Valor* serves a public purpose and further approves and directs the payment of same.

Adopted:

\_\_\_\_\_  
City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER BESS RICH - DONATING \$2,500.00

COUNCILMEMBER JOHN WILLIAMS - DONATING \$2,000.00

**Purpose and Scope of Project:**

TO HELP SUPPORT THE OPERATION OF THE HISTORIC OAKLEIGH HOUSE MUSEUM

**Amount of Contract:**

\$4,500.00

**Funding Source**

**Project #** DSC-04 / 10041020-42080 & DSC-06 / 10041020-42080

**Discretionary Funds** DSC-04 & DSC-06

**Project String**

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| HISTORIC MOBILE PRESERVATION SOCIETY | Cover Memo | 10/25/2018  |

**REVIEWERS:**

| Department Reviewer            | Action   | Date                 |
|--------------------------------|----------|----------------------|
| Accounting Daniels, Bettye     | Approved | 10/25/2018 - 1:59 PM |
| Finance      Wesch, Paul       | Approved | 10/25/2018 - 3:14 PM |
| Mayors Office      Wesch, Paul | Approved | 10/25/2018 - 3:25 PM |





RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*  
*Councilmember John Williams*

WHEREAS, Councilmember **Williams** wishes to donate **\$2,000.00** and Councilmember **Rich** wishes to donate **\$2,500.00** (Total of \$4,500.00) to the Historic Mobile Preservation Society from his/her discretionary funds; and

WHEREAS, the Historic Mobile Preservation Society is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the Historic Mobile Preservation Society will be used to support the operation of the Historic Oakleigh House Museum and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a donation to the Historic Mobile Preservation Society serves a public purpose and further approves and directs the payment of same.

Adopted:

\_\_\_\_\_  
City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

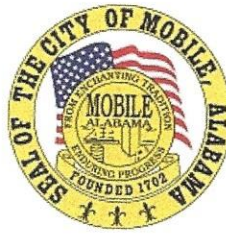
**Matching Funds**

### **ATTACHMENTS:**

| Description | Type       | Upload Date |
|-------------|------------|-------------|
| Oakleigh    | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer             | Action   | Date                    |
|---------------------------------|----------|-------------------------|
| City Clerk   Merchant, Mary Ann | Approved | 10/25/2018 -<br>2:00 PM |



## AGENDA ITEM SUMMARY SHEET

**Agenda of:** 10/30/2018

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER BESS RICH - DONATING \$2,500.00  
COUNCILMEMBER JOHN WILLIAMS - DONATING \$2,000.00

**Purpose and Scope of Project:**

TO HELP SUPPORT THE OPERATION OF THE HISTORIC OAKLEIGH HOUSE MUSEUM

**Amount of Contract:**

\$4,500.00

**Funding Source**

Project # DSC-04 / 10041020-42080 & DSC-06 / 10041020-42080

Project String

Budget Amendment      REDUCE    INCREASE

Grant Funds

**Discretionary Funds** DSC-04 & DSC-06

**Contract Number:**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

[HISTORIC MOBILE PRESERVATION SOCIETY](#)

[Cover Memo](#)

10/25/2018

**REVIEWERS:**

Department Reviewer

Action

Date

No Reviewers Available

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*  
*Councilmember John Williams*

WHEREAS, Councilmember **Williams** wishes to donate **\$2,000.00** and Councilmember **Rich** wishes to donate **\$2,500.00** (Total of \$4,500.00) to the Historic Mobile Preservation Society from his/her discretionary funds; and

WHEREAS, the Historic Mobile Preservation Society is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to the Historic Mobile Preservation Society will be used to support the operation of the Historic Oakleigh House Museum and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a donation to the Historic Mobile Preservation Society serves a public purpose and further approves and directs the payment of same.

Adopted:

\_\_\_\_\_  
City Clerk





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

REBECCA CHRISTIAN, COMPTROLLER

**Sponsored by:**

COUNCILMEMBER FRED RICHARDSON - DONATING \$200.00  
COUNCILMEMBER LEVON MANZIE - DONATING \$200.00  
COUNCILMEMBER JOHN WILLIAMS - DONATING \$300.00  
COUNCILMEMBER BESS RICH - DONATING \$200.00  
COUNCILMEMBER GINA GREGORY - DONATING \$200.00

**Purpose and Scope of Project:**

WILL BE USED TO DISTRIBUTE 459 COPIES OF "JUST MERCY" BOOK  
ACROSS OUR COMMUNITY FOR THEIR 2018 COMMUNITY READ PROJECT

**Amount of Contract:**

\$1,100.00

**Funding Source**

**Project #** DSC-01/10041020-42080 & DSC-02/1004-1020-42200 & DSC-04/10041020-42080 & DSC-06/1004-1020-42080 & DS **Discretionary Funds** DSC-01 & DSC-02 & DSC-04 & DSC-06 & DSC-07

**Project String**

**Contract Number:**

**Budget Amendment** REDUCE INCREASE

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description   | Type       | Upload Date |
|---------------|------------|-------------|
| MOBILE UNITED | Cover Memo | 10/25/2018  |

**REVIEWERS:**

| Department Reviewer        | Action   | Date                 |
|----------------------------|----------|----------------------|
| Accounting Daniels, Bettye | Approved | 10/25/2018 - 1:59 PM |
|                            |          | 10/25/2018 -         |

Finance  
Mayors  
Office

Wesch, Paul  
Wesch, Paul

Approved  
Approved

3:14 PM  
10/25/2018 -  
3:24 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Fred Richardson*  
*Councilmember Levon Manzie*  
*Councilmember John Williams*  
*Councilmember Bess Rich*  
*Councilmember Gina Gregory*

WHEREAS, *Councilmember **Richardson** wishes to donate \$200.00, Councilmember **Manzie** wishes to donate \$200.00, Councilmember **Williams** wishes to donate \$300.00, Councilmember **Rich** wishes to donate \$200.00 and Councilmember **Gregory** wishes to donate \$200.00 (Total \$1,100.00) to the Mobile United from his/her discretionary funds; and*

WHEREAS, *the Mobile United* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that payment of certain expenses is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this contribution to Mobile United will be used to distribute 459 copies of "Just Mercy" books across our community for their 2018 Community Read Project and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that a *donation to the Mobile United* serves a public purpose and further approves and directs the payment of same.

Adopted:

---

City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Paul M. Sealy, Fire Chief

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

To recognize employees who are to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

**Amount of Contract:**

\$500.00

**Funding Source**

**Project #**

**Project String** 1100-1100-49320

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Discretionary Funds**

**Contract Number:**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type            | Upload Date |
|-------------|-----------------|-------------|
| Resolution  | Backup Material | 10/15/2018  |

**REVIEWERS:**

| Department    | Reviewer    | Action   | Date                  |
|---------------|-------------|----------|-----------------------|
| Fire Rescue   | Sealy, Paul | Approved | 10/15/2018 - 12:21 PM |
| Mayors Office | Wesch, Paul | Approved | 10/18/2018 - 12:40 PM |



**City of Mobile**

**RESOLUTION**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor, upon the nomination by City supervisors recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the employees on the attached list marked as Exhibit A.

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

---

City Clerk

| EXHIBIT A                |           |            |                          |        |
|--------------------------|-----------|------------|--------------------------|--------|
| Firefighter of the Month |           |            |                          |        |
| Employee #               | Last Name | First Name | Award                    | Date   |
| 4946                     | Lee       | Jeffrey    | Firefighter of the Month | Oct-18 |
|                          |           |            |                          |        |
|                          |           |            |                          |        |
|                          |           |            |                          |        |
|                          |           |            |                          |        |



**FIREFIGHTER OF THE MONTH  
CERTIFICATE OF RECOGNITION  
FIRE SERVICE DRIVER JEFFREY S. LEE**

On Sunday, August 12, 2018, at approximately 5:30 pm, Fire Service Driver Jeffrey Lee and his wife, Denise, were enjoying the afternoon in their boat on the northwest side of Ono Island in Orange Beach when they noticed two personal watercraft in the distance. There was a large plume of water that came from one of the watercraft. Knowing that this was not normal, Driver Lee decided to investigate to see if there was any problem.

Upon his arrival, he noticed there was no one on the watercraft and then saw three individuals floating in the water. The female called out for help. He found an approximately 63-year-old male floating in the water unconscious with the other male struggling to hold him up. The unconscious victim's life jacket got torn off from the impact of the two jet skis. Driver Lee immediately jumped in the water to assist in trying to get the victim into his boat but was unsuccessful because of the height of his boat and the rough water conditions. He was able to get the victim on the back of one of the personal watercraft.

While this was going on, another boater came to assist. Then they were able to load him on his boat. While they were loading him up, a resident from Ono Island came out in his boat to assist. He stated that he was a medical doctor. This doctor was able to contact 911 and give them an address to meet them for treatment and transport. Orange Beach Fire Rescue and Orange Beach PD were arriving on scene as they arrived to shore.

After talking with Orange Beach Fire Rescue, they stated that Driver Lee's direct involvement along with the other boaters help had a direct positive impact on the patient. An Orange Beach Battalion Chief stated that the victim would have drowned had Driver Lee not entered the water to help.

Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for October 2018.

---

Levon C. Manzie  
Vice President, Mobile City Council

---

William S. Stimpson  
Mayor, City of Mobile

---

Paul M. Sealy  
Fire Chief, Mobile Fire-Rescue Department





# Firefighter of the Month

*Presented by*

**Mobile Fire-Rescue**

*In grateful appreciation this award  
is presented to*

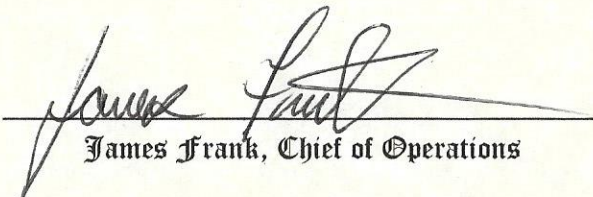
**Fire Service Driver  
Jeffrey S. Lee**

*For Outstanding Achievements and Service to the Mobile Fire-Rescue Department  
And the Citizens of Mobile for the Month of October 2018.*

*Recognized on this 30<sup>th</sup> day of  
October 2018*

---

Paul M. Sealy, Fire Chief



---

James Frank, Chief of Operations







## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Nick Amberger

**Sponsored by:**

Mayor Sandy Stimpson  
Councilman John Williams

**Purpose and Scope of Project:**

Engineering Services

**Amount of Contract:**

\$15,509.15

**Funding Source**

**Project #** Moore's Creek East Branch 2016 Drainage Improvements **Discretionary Funds**

**Project String** 20002000-48020

**Contract Number:**C0214, Original Project #253

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                                          | Type       | Upload Date |
|------------------------------------------------------|------------|-------------|
| Moore's Creek East Branch 2016 Drainage Improvements | Cover Memo | 10/4/2018   |

**REVIEWERS:**

| Department  | Reviewer          | Action   | Date                  |
|-------------|-------------------|----------|-----------------------|
| Engineering | Amberger, Nick    | Approved | 10/24/2018 - 11:03 AM |
| Finance     | McMillan, Marilyn | Approved | 10/24/2018 - 4:42 PM  |
| Legal       | Hill, Ashton      | Approved | 10/25/2018 - 8:14 AM  |
| Mayors      | Wesch, Paul       | Approved | 10/25/2018 -          |

Office

9:21 AM

## AGENDA ITEM SUMMARY SHEET

Agenda of -- \_\_\_\_\_ (Date)

Item No. -- \_\_\_\_\_

Submitted by: Engineering Nick Amberger  
Department Department Head

Sponsored by: William S. Stimpson Mayor – City of Mobile

Reviewed by Executive Director: Dianne Irby

Routing Authorized: \_\_\_\_\_  
Mayor's Office Date

A brief synopsis and explanation of the following:

CONTRACT NAME: Moore's Creek East Branch-2016 drainage improvements  
(2016 CIP Program) Original Contract #253

PURPOSE & SCOPE OF PROJECT: drainage improvements

RESOLUTION X ORDINANCE \_\_\_\_\_ OTHER \_\_\_\_\_

AMOUNT OF ORIGINAL CONTRACT: \$ 20,750.00

PROPOSED INCREASE: \$15,509.15

REVISED CONTRACT PRICE: \$35,259.15

Funding Source:

Project # C0214 (GL No.) Discretionary Funds \_\_\_\_\_

Project String: 20002000-48020

Project Description: Engineering fees for study

Budget Amendment: Reduce \_\_\_\_\_ Increase \_\_\_\_\_

Grant Funds \_\_\_\_\_ Matching Funds \_\_\_\_\_

Associated Costs:

Current year (itemize)

Type: \_\_\_\_\_ Amount: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Future years

Year\*: \_\_\_\_\_ n/a Amount: \_\_\_\_\_ n/a

\*If cost will continue, write "indefinite" and list projected annual cost.

Effective date of contract: \_\_\_\_\_

Renewal date of contract (if applicable): n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a

## CONTRACT AMENDMENT

### RESOLUTION

Sponsored by:

**WHEREAS,** the City entered into a contract dated October 27, 2015 with Huthinson, Moore & Rauch, LLC. for engineering services on the project known as Moore's Creek East Branch, 2016 Drainage Improvements; COM Project No. 2016-202-05.

**WHEREAS,** the fees for the engineering services on the design stage are based on a lump sum amount of \$5,000.00; and

**WHEREAS,** the fees for the engineering services on the construction stage are based on a percentage of the total project cost, percentage for contracts less than \$250,000.00 being 6.3% for the construction stage; and

**WHEREAS,** at the time the contract was entered into it was estimated that the contract cost would be \$250,000.00, and engineering fees to be \$20,750.00; and

**WHEREAS,** the final project cost is \$452,439.14 and professional engineering fees have been adjusted to properly compensate Huthinson, Moore & Rauch, LLC. in accordance with the fee schedule in the contract, thereby increasing professional engineering fees by \$15,509.15 to a total of \$36,259.15; and

**WHEREAS,** the contract provides on Page 13 (V,A(d)) that the "Total fees (design and construction phases) to be paid the ENGINEER shall not exceed \$20,750.00 unless authorized by the CITY";

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the Council does hereby authorize the additional fee of \$15,509.15, for a total of \$36,259.15, to be paid to Huthinson, Moore & Rauch, LLC. for engineering services on the Moore's Creek East Branch, 2016 Drainage Improvements Project.

Adopted:

---

City Clerk



**CONTRACT AMENDMENT**

PROJECT NAME: **Moore's Creek East Branch – 2016 Drainage Improvements**

PROJECT NO: **2016-202-05**

CONTRACT RESOLUTION NO: **21-698**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **October 27, 2015**, to provide additional Professional Engineering Services in the amount of **\$15,509.15**.

ORIGINAL CONTRACT PRICE: **\$ 20,750.00**

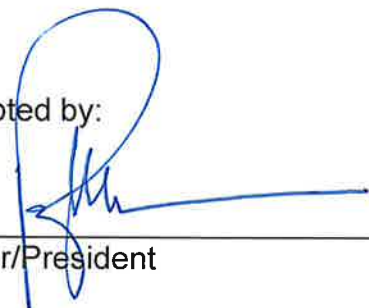
PROPOSED INCREASE: **\$ 15,509.15**

REVISED CONTRACT PRICE: **\$ 36,259.15**

City of Mobile

Accepted by:

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Owner/President

**CORPORATE  
SEAL**

Attest:

Attest:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Witness/Secretary

\_\_\_\_\_  
City Engineer

6/29/18  
\_\_\_\_\_  
Date



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Jennifer P. White, Traffic Engineering

**Sponsored by:**

Mayor Stimpson

Councilmembers Manzie, Richardson, Small, Williams, Daves, Rich, and Gregory

**Purpose and Scope of Project:**

Application of thermoplastic striping on various City of Mobile streets

**Amount of Contract:**

\$603,075

**Effective Date of Contract:**

11/4/2018

**Funding Source**

**Project #** Application of Thermoplastic Striping,  
Markings, and Legends 2018-2060-09

**Discretionary Funds**

**Project String** 2000 20002000 48010

**Contract Number:**1892

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                          | Type       | Upload Date |
|--------------------------------------|------------|-------------|
| 2018 Thermoplastic Striping Contract | Cover Memo | 10/24/2018  |

**REVIEWERS:**

| Department          | Reviewer          | Action   | Date                 |
|---------------------|-------------------|----------|----------------------|
| Traffic Engineering | White, Jennifer   | Approved | 10/24/2018 - 4:27 PM |
| Finance             | McMillan, Marilyn | Approved | 10/24/2018 - 4:48 PM |

Legal

Hill, Ashton

Approved

10/25/2018 -  
9:42 AM

Mayors  
Office

Wesch, Paul

Approved

10/25/2018 -  
12:50 PM

## **RESOLUTION**

Sponsored by: Councilmember Manzi, Richardson, Smalls, Williams, Daves, Rich, Gregory, & Mayor Stimpson

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

Name of Company: Ozark Striping Co., INC

City of Mobile Project Name: Application of Thermoplastic Striping, Marking, and Legends on Various City of Mobile Roadways

Capital Project No.: RWS18

Contract Amount: \$603,750.00

Adopted:

---

City Clerk



**(2 COPIES REQUIRED)**

**PROJECT NAME:** Application of Thermoplastic Striping, Markings and Legends

**PROJECT #** RWS18                      **DATE OF RECEIPT** October 24, 2018

**PROJECT DESCRIPTION** Roadway restriping on various City streets.

|                        |                     |
|------------------------|---------------------|
| <b>CONTRACT AMOUNT</b> | <b>\$603,750.00</b> |
|------------------------|---------------------|

**VENDOR NAME** Ozark Striping Co., Inc

**VENDOR NUMBER** 293534

**DEPT #** 2060                      **DEPT NAME** Traffic Engineering

**CONTRACT ADMINISTRATOR** Jennifer White

Architectural      Engineering      Testing      Professional Services

| Construction (Unit Price)* | Construction** | Non Contractual | Performance |
|----------------------------|----------------|-----------------|-------------|
|----------------------------|----------------|-----------------|-------------|

**SHOULD RETAINAGE BE WITHHELD?**   Y x   N      5% of the 1st 50% x      or

If different, indicate special rate

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

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

Prepared by: Jennifer White                      Date October 24, 2018



**APPLICATION OF THERMOPLASTIC STRIPING,  
MARKINGS AND LEGENDS ON VARIOUS  
CITY OF MOBILE ROADWAYS**

**PROJECT NUMBER 2018-2060-09**

**BID DATE – SEPTEMBER 26, 2018**

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**ITEM I**  
**ADVERTISEMENT FOR BIDS**

**Notice to Contractors:**

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9<sup>th</sup> Floor, South Tower, until 2:30 p.m. local time, September 26, 2018 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

**Project No.:** 2018-2060-09  
**Project:** Traffic Control Striping, Markings and Legends Application  
**Project Description:** Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways

Specifications and contract documents may be obtained from the City of Mobile website <http://www.cityofmobile.org/bids/>

No Bid Packages will be issued to Contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids. No questions, whether orally or written, will be addressed if received after 12:00 p.m. on September 24, 2018.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$50,000), made payable to the City, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.



In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Highways & Streets Specialty Construction (HS-S): Traffic Control and Safety per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827; "Bid for completion of **Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**, City of Mobile Project No. **2018-2060-09**".

**PLEASE PUBLISH IN THE ISSUES September 9, September 16 AND September 19, 2018.**

**ITEM II**  
**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BIDS:**

Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

**2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:**

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

**3. SIGNATURE OF BIDDERS:**

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

**4. SPECIFICATIONS AND SCHEDULES:**

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

**5. CORRECTIONS:**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

**6. OWNER:**

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

**7. GUARANTY AND INSURANCE:**

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$50,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

**8. BONDS AND INSURANCE:**

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

**9. MARKING AND MAILING BIDS:**

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Traffic Control Striping, Markings and Legends Application**, City of Mobile Project No. **2018-2060-19**, in the City of Mobile, Alabama".

**10. TIME FOR RECEIVING BIDS:**

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

**11. WITHDRAWAL OF BIDS:**

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

**12. BIDDERS PRESENT:**

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested who may be present either in person or by representation.

**13. AWARD OR REJECTION OF BIDS:**

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

**14. PRE-QUALIFICATION OF BIDDERS:**

Any contractor that desires to bid as a prime contractor must possess a **Highways & Streets Specialty Construction (HS-S): Traffic Control and Safety** per Section 230-X.27 of the State of Alabama Licensing Board for General Contractors Administrative Code at the time of bid opening.

**15. ISSUANCE OF PROPOSAL FORMS:**

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

- a. Failure to comply with any pre-qualification regulations of the Owner if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

**16. BIDDERS INTERESTED IN MORE THAN ONE BID:**

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.



**17. ERRORS IN BID:**

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the City Traffic Engineer and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City Traffic Engineer will not be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the City Traffic Engineer's written decision indicating the preferred method, materials, or equipment.

**18. CONTRACT AND BOND:**

The Bidder to whom award is made must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

**19. COLLUSION:**

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

**20. SUBLETTING OR ASSIGNING OF CONTRACT:**

- a. **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

- b. **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Traffic Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

**21. PROSECUTION OF WORK:**

- a. **Notice of Intent:** The Contractor shall give the City Traffic Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Traffic Engineer at least forty-eight (48) hours notice in writing before resuming operations.
- b. **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Traffic Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Traffic Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Traffic Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

**ITEM III**  
**PROPOSAL**

TO: Honorable Mayor  
City of Mobile  
Mobile, Alabama

Date: September 20, 2018

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY TRAFFIC ENGINEER, as well as the premises

**Project No.: 2018-2060-09**  
**Project: Traffic Control Striping, Markings and Legends Application**  
**Project Description: Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**

The Bidder further agrees to construct the improvements in **60 working days**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile Traffic Engineering Department, Attention: Jennifer White, [whitej@cityofmobile.org](mailto:whitej@cityofmobile.org). In order to receive consideration, the request must be received before 12:00 p.m. on September 24, 2018. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

## BASE BID

### APPLICATION OF THERMOPLASTIC STRIPING, MARKINGS AND LEGENDS ON VARIOUS CITY OF MOBILE ROADWAYS CITY OF MOBILE PROJECT NUMBER 2018-2060-09

| Item Number | Approx. Quantity | Item with Unit Price Written in Words                                                                                                         | Unit Price  | Amount        |
|-------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| 600-A       | 1                | Mobilization<br>For <u>Five hundred</u> Dollars<br>And <u>No</u> Cents<br>Per Lump Sum                                                        | \$ 500.00   | \$ 500.00     |
| 701-A       | 50               | 5" Solid Yellow, Class 2, Type A Traffic Stripe<br>Two thousand,<br>For <u>seven hundred fifty</u> Dollars<br>And <u>No</u> Cents<br>Per Mile | \$ 2,750.00 | \$ 137,500.00 |
| 701-A       | 25               | 5" Broken Yellow, Class 2, Type A Traffic Stripe<br>One thousand,<br>For <u>five hundred</u> Dollars<br>And <u>No</u> Cents<br>Per Mile       | \$ 1,500.00 | \$ 37,500.00  |
| 701-A       | 58               | 5" Solid White, Class 2, Type A Traffic Stripe<br>Two thousand,<br>For <u>seven hundred fifty</u> Dollars<br>And <u>No</u> Cents<br>Per Mile  | \$ 2,750.00 | \$ 159,500.00 |
| 701-A       | 20               | 5" Broken White, Class 2, Type A Traffic Stripe<br>One thousand,<br>For <u>five hundred</u> Dollars<br>And <u>No</u> Cents<br>Per Mile        | \$ 1,500.00 | \$ 30,000.00  |
| 703-A       | 64000            | Traffic Control Markings, Class 2, Type A<br>For <u>Three</u> Dollars<br>And <u>Fifty</u> Cents<br>Per Square Foot                            | \$ 3.50     | \$ 224,000.00 |



|                      |       |                                                                                                               |         |               |
|----------------------|-------|---------------------------------------------------------------------------------------------------------------|---------|---------------|
| 703-B                | 1000  | Traffic Control Legends, Class 2, Type A<br>For <u>Four</u> Dollars<br>And <u>No</u> Cents<br>Per Square Foot | \$ 4.00 | \$ 4,000.00   |
| 701-B                | 10000 | Dotted, Class 2, Type A<br>For <u>One</u> Dollars<br>And <u>No</u> Cents<br>Per foot                          | \$ 1.00 | \$ 10,000.00  |
| 701-H                | 1000  | Traffic Stripe Removed<br>For <u>Zero</u> Dollars<br>And <u>Seventy five</u> Cents<br>Per Foot                | \$ 0.75 | \$ 750.00     |
| <b>TOTAL<br/>BID</b> |       |                                                                                                               |         | \$ 603,750.00 |

**Base Bid**

Total (All items listed in Proposal) \$ 603,750.00

Written in words: Six hundred three thousand, seven hundred fifty dollars and no cents.

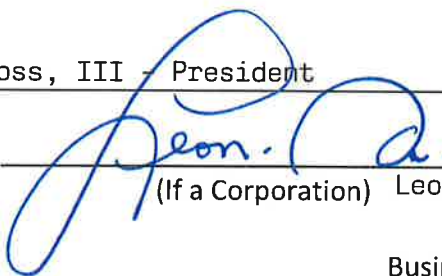
Number of working days to complete: 60

Signature of Bidder \_\_\_\_\_  
(If a firm or individual)

Address of Bidder P.O. Box 847, Ozark, AL 36361

1273 West Roy Parker Road, Ozark, AL 36360

By Leon M. Gross, III - President

Signature of Bidder   
(If a Corporation) Leon M. Gross, III - President

By Leon M. Gross, III  
President

Business  
Address 1273 West Roy Parker Rd., Ozark, AL  
36360

Leon M. Gross, III  
Secretary

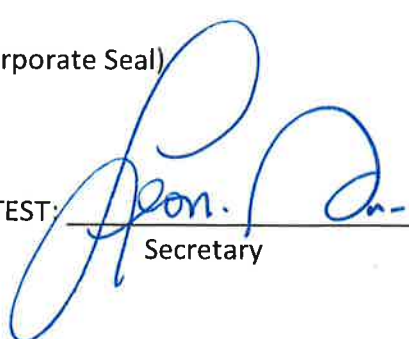
Business  
Address 1273 W. Roy Parker Rd., Ozark, AL  
36360

\_\_\_\_\_  
Treasurer

Business  
Address \_\_\_\_\_

(Corporate Seal)

Name of State under the Laws of which  
the Corporation was chartered:

ATTEST:   
Secretary

7193  
State License Number

**ITEM IV**  
**BID BOND**

**KNOW ALL MEN BY THESE PRESENT:**

That Ozark Striping Company Inc.  
(Name of Contractor)  
1273 W. Roy Parker Road Ozark, AL 36360 (PO Box 847 Ozark, AL 36361)  
(Address)  
as Principal, and Travelers Casualty and Surety Company of America  
(Name of Surety)  
One Tower Square Hartford, CT 06183  
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$50,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**, City of Mobile Project Number **2018- 2060-09**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered September 26, 2018 (Date)  
Ozark Striping Company, Inc. Ozark Striping Company, Inc.  
(Contracting Firm)

Witness as to Principal by: Leon M. Gross, III (SEAL)  
Leon M. Gross, III - President  
Travelers Casualty and Surety Company of America (Name of Surety)

COUNTERSIGNED: Francis Ware AL 0453430  
Alabama Resident Agent By Francis Ware

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Francis Ware** of **MONTGOMERY**

**Alabama**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this *26th* day of *September*, 2018



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Individual Principals sign here

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

In the presence of:

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
\_\_\_\_\_

(Corporate Name) Ozark Striping Company, Inc.

BY: Leon M. Gross III  
(Signature)

ITS: Leon M. Gross III, President  
(Title)

ATTEST: Shirley Taylor  
(Signature)

ITS: ADMINISTRATIVE ASSISTANT

(Surety sign here)(Corporate name) Travelers Casualty and Surety Company of America

BY: Francis Ware  
(Signature)

ITS: Francis Ware, Attorney-in-Fact  
(Title)

**Corporate Seal**

ATTEST: Amanda Russell  
(Signature)

ITS: Amanda Russell, Account Manager  
(Title)



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Francis Ware** of **MONTGOMERY**

**Alabama**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_

day of \_\_\_\_\_

, **2018**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**ITEM VI**  
**PERFORMANCE BOND**

KNOW ALL MEN, that we Ozark Striping Company, Inc.  
(Name of Contractor)  
a Corporation , Partnership , or Individual (underline correct legal title of Contractor),  
hereinafter called the "Principal", and  
Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183  
(Name and Address or legal title of one or more sureties)  
hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City  
of Mobile, Alabama hereinafter called the "Owner", the sum of Six hundred three thousand  
seven hundred fifty dollars and 00/100 Dollars (\$ 603,750.00 ),  
for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means a written agreement with said Obligee, dated  
                    , 20 18 , entered into a Contract with the Owner for **Application of  
Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways**, City of Mobile  
Project Number **2018- 2060-09** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully  
perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and  
shall fully indemnify and save harmless the Owner from all cost and damage which he may  
suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and  
expense which the Owner may incur in making good any such default, thence this obligation  
shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be  
brought on his Bond after twelve months from the day on which the final payment under the  
Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and  
agree that no charge, extension of time or addition to the terms of the Contract or to the work to  
be performed thereunder of the Specifications thereof shall in any way effect their obligations on  
this bond, and they do hereby waive notice of such change, extension of time, alteration or  
addition to the terms of the contract, or to the work, or to the Specifications.



SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_18\_\_.

Individual Principals sign here

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

(Corporate Name) Ozark Striping Company, Inc.

BY: Leon M. Gross III  
(Signature)

ITS: Leon M. Gross III, President  
(Title)

ATTEST:

[Signature]  
(Signature)

ITS: ADMINISTRATIVE ASSISTANT

Travelers Casualty and Surety Company of America

(Surety sign here)(Corporate name)

BY: Francis Ware  
(Signature)

ITS: Francis Ware, Attorney-in-Fact  
(Title)

ATTEST:

Amanda Russell  
(Signature)

ITS: Amanda Russell, Account Manager  
(Title)

Corporate Seal



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Francis Ware** of **MONTGOMERY**

**Alabama**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **2018**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**During the performance of this contract, the CONTRACTOR agrees as follows:**

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

## **ITEM VII** **INSURANCE**

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. **Workers' Compensation/Employer's Liability:**

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. 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 |

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. **Comprehensive General Liability Insurance:**

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. **Automobile Liability Insurance:**

a. 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.

4. **Excess/Umbrella Liability Insurance**

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.



5. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions 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) .

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. 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 City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance 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.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

**ITEM VIII**  
**SPECIAL PROVISIONS**

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Traffic Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract or any portion thereof without written permission from the City Traffic Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Traffic Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Traffic Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going

contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents.
5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the City Traffic Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words "State of Alabama", "Governor", "State", "State Highway Department", "Director", etc. appear substitute "City of Mobile Traffic Engineering Director, acting by and through its Mayor".
7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Traffic Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**
12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Traffic Engineer.
13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Traffic Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Traffic Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specifications of Items 104 and 107. There will be no compensation for this work.
15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
16. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
17. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, 2018 Edition, and other requirements set forth by the City Traffic Engineer.



There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered **incidental to the project**. The Contractor shall restore existing traffic mechanisms to original condition.

18. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
19. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**
21. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
22. It is the sole responsibility of the Contractor to protect his/her equipment. The City shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
23. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
24. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

25. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
26. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the City of Mobile or its agents from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
27. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department. Based on specific locations, work at night or weekends may be necessary.
28. Attention is drawn to the fact that this work will be performed under traffic conditions requiring special care to expedite the work and prevent undue hazardous conditions. Traffic control will be the responsibility of the Contractor in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Specific areas will require different levels of traffic control as indicated in the MUTCD. All Contractor employees who are exposed to the risks of moving roadway traffic or construction equipment must wear high-visibility apparel meeting the standards of ANSI 107-2004 Class 3. The City Traffic Engineer or his designee shall have the right to suspend work performance of a Contractor found to be in non-compliance on a particular worksite.
29. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All workmanship is subject to inspection and approval by the City Traffic Engineer, or his designee.
30. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the City Traffic Engineer.
31. The Contractor will be responsible for contacting the City Traffic Engineer or his designee daily to discuss the proposed work schedule for the day. This should be done at either the beginning of the day or end of the day to cover the previous day's work or the next day's work schedule. Projections for the following week should be communicated by Thursday of the preceding week. If no work is anticipated for a one week period, the Contractor must notify the City Traffic Engineer or his designee by Tuesday morning of said week. Telephone or email communication is acceptable for notifications.

**ITEM IX**  
**ARTICLES OF AGREEMENT**

**STATE OF ALABAMA  
COUNTY OF MOBILE  
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and \_\_\_\_\_, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

|                             |                                                                                                       |
|-----------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Project Name:</b>        | <b>Traffic Control Striping, Markings and Legends Application</b>                                     |
| <b>Project No:</b>          | <b>2018-2060-09</b>                                                                                   |
| <b>Project Description:</b> | <b>Application of Thermoplastic Striping, Markings and Legends on various City of Mobile Roadways</b> |

City of Mobile Project Number **2018-2060-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$\_\_\_\_\_) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

**CITY:**

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

**COUNCIL:**

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

**CONTRACT:**

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

**CONTRACTOR:**

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the bid opening to be considered a valid bidder for this project.

**CITY TRAFFIC ENGINEER:**

(6) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistant.

**AUTHORITY OF THE CITY TRAFFIC ENGINEER:**

(7) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

**DUTIES OF THE CONTRACTOR:**

(8) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.



**ARBITRATOR:**

(9) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

**STANDARD SPECIFICATIONS:**

(10) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

**WAGE SCALE:**

(11) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

**APPOINTMENT AND AUTHORITY OF INSPECTORS:**

(12) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY TRAFFIC ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

**INSPECTION:**

(13) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY Traffic ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

**INCOMPETENT EMPLOYEES TO BE DISCHARGED:**

(14) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

**CHANGES AND EXTRA WORK:**

(15) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

**RESPONSIBILITY FOR ACCIDENTS:**

(16) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

**WORK TO BE PROSECUTED AS DIRECTED:**

(17) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

**GENERAL COMPLIANCE WITH LAWS:**

(18) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

**SUSPENSION OF WORK:**

(19) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will

be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

**DELAYS:**

(20) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

**COMMENCEMENT AND COMPLETION:**

(21) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the CITY TRAFFIC ENGINEER, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the CITY, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

**ESTIMATE:**

(22) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

**FINAL ESTIMATE:**

(23) Upon the final completion of the work according to the terms of these Articles of Agreement, the City Traffic Engineer shall inspect all work and materials not previously

accepted and returned. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the CONTRACTOR and rendered to the CITY. Upon receipt of the Contractor's certification of project completion, the City Traffic Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish to the City Traffic Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

**E-VERIFY:**

(24) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

**OPEN TRADE:**

(25) By signing this contract, the CONTRACTOR 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.



**SIGNATURE:**

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: \_\_\_\_\_  
ITS MAYOR

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

CONTRACTOR:

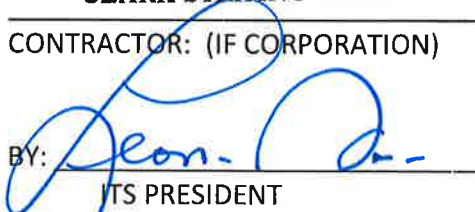
\_\_\_\_\_  
AN INDIVIDUAL

WITNESSES:

\_\_\_\_\_

**OZARK STRIPING CO. INC.**

\_\_\_\_\_  
CONTRACTOR: (IF CORPORATION)

BY:  \_\_\_\_\_  
ITS PRESIDENT

ATTEST:

 \_\_\_\_\_  
ITS SECRETARY

DATE

10/8/18

**CORPORATE SEAL**



**ITEM X**  
**SUPPLEMENTAL SPECIFICATIONS**

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. SECTION 105.06 COOPERATION BY THE CONTRACTOR (b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

If requested by the CITY TRAFFIC ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in associated work items. At the request of the CITY TRAFFIC ENGINEER in writing, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against City of Mobile or its agents.

2. SECTION 108.01 SUBLETTING AND ASSIGNMENT (a) SUBLETTING; PARAGRAPH 1 LIMITATIONS OF THE EXTENT OF SUBLETTING SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The CITY TRAFFIC ENGINEER reserves the right to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the CITY. Furthermore; the CITY TRAFFIC ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the CONTRACTOR will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions. The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

**No Payment for stored material will be included on the monthly estimates.**

## **ATTACHMENT A**

### **LOCATION**

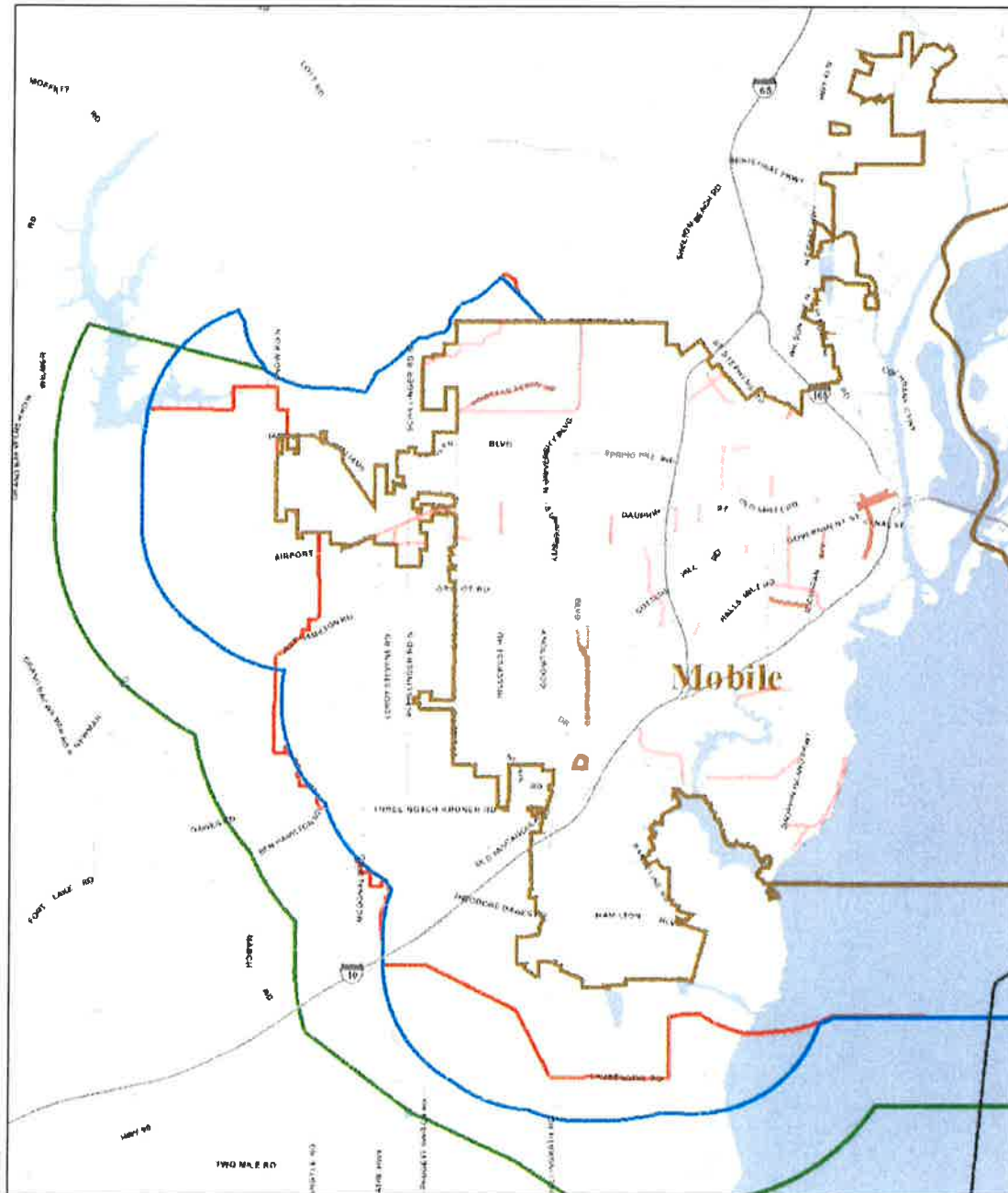
**Roadname****Limits**

|                        |                                      |
|------------------------|--------------------------------------|
| Bay Front Rd           | Bay Crescent Dr to Terrell Rd        |
| Bay Shore Ave          | Old Shell Rd to Cotton St            |
| Bolling Brothers Blvd  | McVay Dr to terminus                 |
| Club House Rd          | Dauphin Island Pkwy to Scenic Dr     |
| Houston St             | Conti St to Fairfield St             |
| Lakeside Dr            | Government Blvd to Cottage Hill Rd   |
| Magnolia Grove Pkwy    | Moffet Rd to Lamplighter Dr          |
| Main St                | Berkley Ave to Mobile St             |
| McGregor Ave           | Airport Blvd to Dauphin St           |
| Michigan Ave           | Government St to California St       |
| N Demetropolis         | Cottage Hill to Demetropolis         |
| Sage Avenue            | Emogene St to Dauphin Street         |
| Park Rd                | Terrell Rd to Alba Ave               |
| Riviere Du Chien Rd    | Halls Mill Rd to Riviere Du Chien Ct |
| Springdale Blvd        | Dauphin St to terminus               |
| Terrell Rd             | Bay Front Rd to Dauphin Island Pkwy  |
| Dawes Rd               | Schillinger Rd to City Limits        |
| Howells Ferry Rd       | Moffatt Rd to Cody Rd                |
| Overlook Road          | Moffatt Rd to Howells Ferry RD       |
| Old Government St Road | Dawes Rd to City Limits              |
| First Avenue           | East I-65 Service Rd to City Limit   |
| N. Lafayette St        | Springhill Ave to Old Shell Rd       |



|                         |                                     |
|-------------------------|-------------------------------------|
| Airport Blvd            | Cody Rd to City Limits              |
| Craft Highway           | MLK Avenue to City Limits           |
| Demetropolis Road       | US 90 to Cottage Hill Road          |
| Duval St                | D.I.P. to Broad St                  |
| Florida Street          | Edington Dr South to Springhill Ave |
| Hillcrest Road          | Airport Blvd to Old Shell Rd        |
| Hurtel St               | Michigan Ave to D.I.P.              |
| USA Medical Center Dr   | Mobile St to Stanton Rd             |
| Montlimar               | Cottage Hill to Airport Blvd        |
| Old Military Rd         | Hoppin St to terminus               |
| Pinehill Drive          | Airport Blvd to Government St       |
| Providence Park Dr S    | Cody Rd to Providence Park Dr E     |
| St. Francis St          | Spring Hill Ave to Water St         |
| Stanton Rd              | Costarides St to Spring Hill Ave    |
| N. University Boulevard | Overlook Rd to Bear Fork Rd         |
| Washington Ave          | Congress St to Virginia St          |
| Government Blvd         | Water St to Claiborne St            |

# City of Mobile



September 5, 2018

Lines

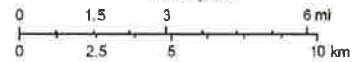
— Override 1

— Override 2

Mobile Corporate Limits

MOBILE

1:144,453



**ATTACHMENT B**

**CONTRACTORS INSURANCE CERTIFICATIONS**

**ATTACHMENT C**

**CITY OF MOBILE**

**SUBCONTRACTING AND MAJOR SUPPLIER PLAN**





## CITY OF MOBILE

### Subcontracting and Major Supplier Plan

Via email: [Archnique.kidd@cityofmobile.org](mailto:Archnique.kidd@cityofmobile.org)  
251.208.7967  
205 Government Street, 4<sup>th</sup> Floor

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

The City of Mobile will use this form to:

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

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

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

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

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

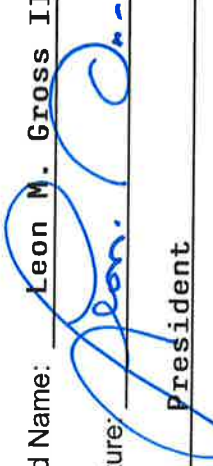


**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Via email: [Archnique.kidd@cityofmobile.org](mailto:Archnique.kidd@cityofmobile.org)  
251.208.7967  
205 Government Street, 4<sup>th</sup> Floor

|           |                                                                                          |
|-----------|------------------------------------------------------------------------------------------|
| Company   | OZARK STRIPING CO., INC.                                                                 |
| Address   | 1273 W. ROY PARKER ROAD OZARK, AL 36360 <u>or</u><br>POST OFFICE BOX 847 OZARK, AL 36361 |
| Telephone | 334-774-2138                                                                             |
| E-Mail    | debbiesharpe@ozarkstripping.com                                                          |

|                                |                                                                      |
|--------------------------------|----------------------------------------------------------------------|
| RFP/RFQ Solicitation Number    |                                                                      |
| Project Description            | Application of Thermoplastic Striping, Markings and Legends          |
| Is your company a DBE company? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  |
| Work force demographics        | Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ |
| Total #of Employees            | _____                                                                |

Printed Name: Leon M. Gross III  
Signature:  Date: 10-08-2018  
Title: President

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

Name: Leon M. Gross III Title: President  
E-mail: Phone: 334-774-2138



**NO SUBCONTRACTORS**

Name of Bidder/Proposer: \_\_\_\_\_

Page of



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

Name of Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

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

|                          |                          |                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                                                                                                                                                                                                                                                                             |
|                          |                          | The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.                                                                                                                                                                                                                                                              |
|                          |                          | The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's                                                                                                                                                                                                                                                                                              |
|                          |                          | The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use. |
|                          |                          | The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.                                                                                                                                                                                                                                 |
|                          |                          | The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.                                                                                                                                                                                                                    |
|                          |                          | The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.                                                                                                                                                                                             |
|                          |                          | The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.                                                                                                                                                                                                     |





OFFICE OF SUPPLIER DIVERSITY  
CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Please indicate if any of the following applied:

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

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. \_\_\_\_\_

Suggestions or comments to improve this program. \_\_\_\_\_

**ATTACHMENT D**

**E-VERIFY AFFIDAVIT**

STATE OF ALABAMA  
COUNTY OF MOBILE

**AFFIDAVIT OF VENDOR / CONTRACTOR**

Before me, a Notary public, personally appeared Leon M. Gross III (affiant) who,  
being duly sworn says as follows:

President/CEO of Ozark Striping Co., Inc.

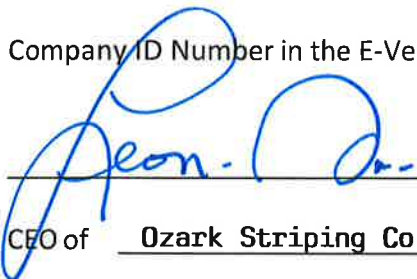
As a condition for the award of a contract by the City of Mobile to a business entity or employer  
that employs one or more employees, I hereby attest that in my capacity as President

for Ozark Striping Co., Inc. that said employer shall not

knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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.

I further attest that said corporation is enrolled in the E-Verify program. The  
Company ID Number in the E-Verify program is as follows: 510105.

  
CEO of Ozark Striping Co., Inc.

Sworn to and subscribed before me this the 8 day of October, 2018.  
I certify that the affiant is known to me to be the identical party he or she claims to be.

  
Signature and Seal of Notary Public

**ATTACHMENT E**

**CERTIFICATIONS, AFFIDAVITS  
& PROJECT CLOSEOUT**



**CONSENT OF SURETY COMPANY**  
**TO FINAL PAYMENT**

STATE OF: ALABAMA

COUNTY OF: MOBILE

**CITY OF MOBILE**

**CITY PROJECT NO.:** 2018-2060-09

**PROJECT NAME:** Traffic Control Striping, Markings, and Legends Application

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: \_\_\_\_\_

SURETY: \_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, \_\_\_\_\_

on bond of Contractor, \_\_\_\_\_

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF CLAIMS & DEBTS**

**CITY OF MOBILE**

**CITY PROJECT NO.: 2018-2060-09**

**PROJECT NAME: Application of Thermoplastic Striping, Markings and Legends on  
various City of Mobile Roadways**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CITY OF MOBILE**  
**CONTRACTOR'S CLOSEOUT REQUIREMENTS**

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by City a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the City.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the City.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

**ATTACHMENT F**

**PROJECT ADDENDUMS**



**ATTACHMENT G**

**PROJECT PLAN SHEETS**

**St Francis St from N Royal St to St Joseph St**



RE MARK EXISTING MARKINGS AT METERS

**St Francis St from Joseph St to N Conception St**



MARK LINES AT METER HEADS AND HALF WAY BETWEEN THE METERS

**St Francis St from N Conception St to N Joachim St**



RE-PLACE, "REPAINT" EXISTING LINES PLUS NEW ONES (DIAGONAL LINES)



St Francis St from N Joachim St to N Jackson St



St Francis from N Jackson St to N Claiborne St

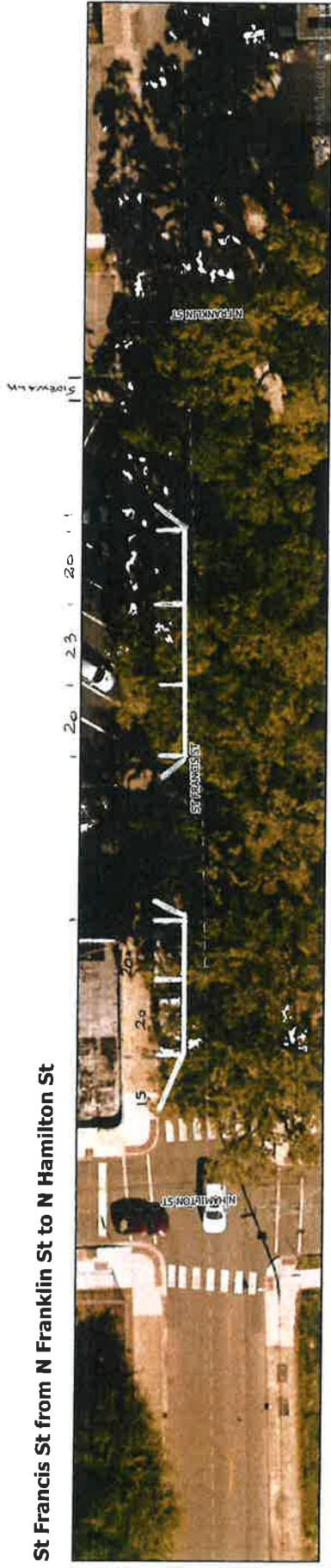


St Francis from N Claiborne St to N Franklin St

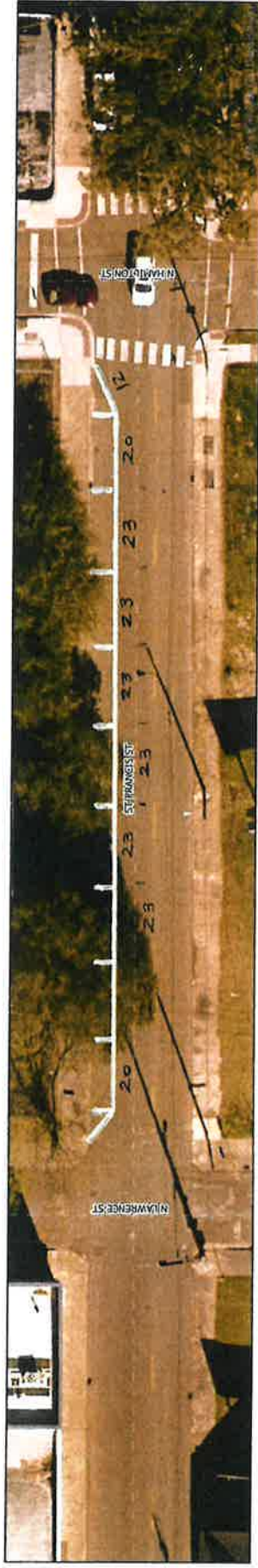




St Francis St from N Franklin St to N Hamilton St



St Francis St from N Hamilton St to N Lawrence St



St Francis St from N Lawrence St to N Cedar St





St Francis St from N Cedar St to N Warren St



St Francis St from N Warren St to N Dearborn St



St Francis St from N Dearborn St to N Washington Ave REMOVE (STRND) & SKIP WHITE LINES = 180 L.F.





St Francis St from N Washington St to N Scott St

REMOVE (GRIND) 5 WHITE SKIP LINES - 150 L.F.



St Francis St from N Scott St to N Bayou St



St Francis St from N Bayou St to N Broad St



This last section is 1" = 40 ft



# Government Street Parking Additions from Water Street to Claiborne Street

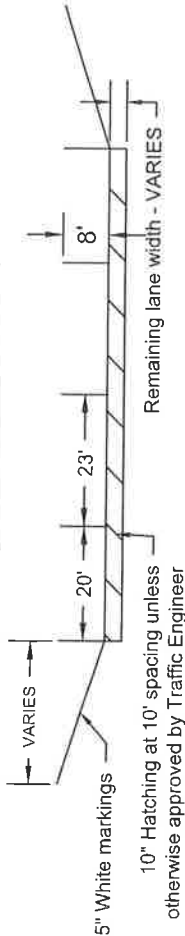
Water Street to Conception Street



Conception Street to Claiborne Street



## PARKING DETAILS



### Notes:

1. Any existing striping in conflict with proposed striping plan shall be removed as part of this contract.
2. Parking detail is provided for bidding purposes. Exact detail may be altered at time of Preconstruction Meeting if necessary.
3. If field conditions prevent the striping as indicated above, no changes shall be made without authorization of the Traffic Engineer.

# OZARK

# STRIPING CO. INC.

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

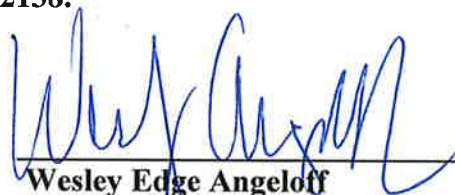
Ozark Striping Company, Inc. is an Equal Employment Opportunity Employer. It is the policy of this company to afford equal employment opportunity to all qualified persons without regard to their race, religion, sex, color, age, disability, or national origin. This policy shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship pre-apprenticeship, and/or on-the-job training.

It is the further policy of this company to comply and cooperate to the fullest extent with all applicable regulations of the Civil Rights Act of 1964 and Executive Order No. 11246.

This policy pertains to, as far as the responsibility of this company is concerned, to any arrangement under which employees, including apprentices and trainees, are selected to work.

I, Wesley Edge Angeloff, will be responsible for implementing the company's program, thus taking on the title of Equal Employment Opportunity Officer. I will coordinate the equal employment opportunity efforts of superintendents, foremen, etc. I will make recommendations where appropriate to correct any deficiencies noted in the company's program. I can be contacted at: P. O. Box 847, Ozark, AL 36361.

My telephone number is: (334)774-2138.

  
\_\_\_\_\_  
Wesley Edge Angeloff  
EEO Officer





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2018

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).

|                                                                                                                                          |                                                           |                       |               |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------|---------------|
| <b>PRODUCER</b><br>Palomar Insurance Corp.<br>Palomar Insurance Corporation<br>4525 Executive Park Drive, Ste 202<br>Montgomery AL 36116 | <b>CONTACT NAME:</b> Lisa Breakwell                       |                       |               |
|                                                                                                                                          | <b>PHONE (A/C No. Ext):</b> 800-489-0105                  | <b>FAX (A/C, No):</b> |               |
|                                                                                                                                          | <b>E-MAIL ADDRESS:</b> lisab@palomarins.com               |                       |               |
| <b>INSURED</b><br>Ozark Striping Company, Inc.<br>P.O. Box 847<br>Ozark AL 36361                                                         | <b>INSURER(S) AFFORDING COVERAGE</b>                      |                       | <b>NAIC #</b> |
|                                                                                                                                          | <b>INSURER A :</b> American Family Home Insurance Company |                       | 23450         |
|                                                                                                                                          | <b>INSURER B :</b> Middlesex Insurance Company            |                       | 23434         |
|                                                                                                                                          | <b>INSURER C :</b> AlaComp                                |                       |               |
|                                                                                                                                          | <b>INSURER D :</b> ACE American Insurance Company         |                       | 22667         |
|                                                                                                                                          | <b>INSURER E :</b>                                        |                       |               |
| <b>INSURER F :</b>                                                                                                                       |                                                           |                       |               |

**COVERAGES**

CERTIFICATE NUMBER: 248404671

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                            | ADDL INSD | SUBR WVD | POLICY NUMBER                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:               |           |          | 88A5GL0000531                   | 12/31/2017              | 12/31/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | A0074818001                     | 12/31/2017              | 12/31/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                           |           |          |                                 |                         |                         | OCCUR<br>CLAIMS-MADE<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                  |
| C        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                            |           |          | 001201824047001<br>HDOG27866670 | 1/1/2018<br>1/1/2018    | 1/1/2019<br>1/1/2019    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| D        |                                                                                                                                                                                                                                                                                                                              |           |          |                                 |                         |                         |                                                                                                                                                                                                                                                   |

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

RE: Project No. 2018-2060-09, Mobile County, AL

City of Mobile is included as additional insured for General Liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**City of Mobile  
Post Office Box 1827  
Mobile AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Nick Amberger, City Engineer, Engineering Dept.

**Sponsored by:**

Mayor Sandy Stimpson  
Councilmember C.J. Small

**Purpose and Scope of Project:**

We are requesting that \$6,801.50 be transferred from Proj#C0052 Miscellaneous Citywide Drainage to Proj#C0382 McNally Park Dredging - 2018. This is a NON-CIP budget increase agenda item request. This amount is reflected as Alabama Municipal Trust Fund in Proj#C0052.

**Funding Source**

**Project #** McNally Park Dredging - 2018 Proj#C0382 **Discretionary Funds**

**Project String** 20102010.48010

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE** 6801.50

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                                | Type       | Upload Date |
|--------------------------------------------|------------|-------------|
| Proj#C0382 MCNALLY<br>PARK DREDGING - 2018 | Cover Memo | 10/23/2018  |

**REVIEWERS:**

| Department       | Reviewer          | Action   | Date                     |
|------------------|-------------------|----------|--------------------------|
| Engineering      | Amberger, Nick    | Approved | 10/24/2018 -<br>10:38 AM |
| Finance          | McMillan, Marilyn | Approved | 10/24/2018 -<br>4:20 PM  |
| Legal            | Hill, Ashton      | Approved | 10/25/2018 -<br>8:48 AM  |
| Mayors<br>Office | Wesch, Paul       | Approved | 10/25/2018 -<br>12:50 PM |

## **RESOLUTION**

Sponsored by: Mayor William S. Stimpson

**BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,**  
that the sum of \$6,801.50 be reallocated from Capital Project (C0052), Miscellaneous  
Citywide Drainage – Alabama Municipal Trust Fund 20102010.48010 Construction to  
Alabama Municipal Trust Fund 20102010.48010 (C0382) McNally Park Dredging -  
2018, District 3, 20102010.48010 Construction.

Adopted:

---

City Clerk



City of Mobile, Engineering Department  
208-7457

## MEMORANDUM

TO: City of Mobile, City Clerk

FR: Nick Amberger, City Engineering

CC: Natalie Kent, Fiscal Officer

DATE: October 23, 2018

RE: Agenda Item for Proj#C0382, District 3, McNally Park Dredging – 2018 (Eng. proj# 2018-3005-23), \$6,801.50

We are requesting that \$6,801.50 be transferred from Proj#C0052 Miscellaneous City Wide Drainage to Proj#C0382 McNally Park Dredging - 2018. This is a NON-CIP budget increase agenda item request. This amount is reflected as Alabama Municipal Trust Fund in Proj#C0052.

/Encl

*Marilyn McMillan*  
*avail Ala Muni Trust*  
*8.0, 166.77*





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Nick Amberger

**Sponsored by:**

Mayor Sandy Stimpson

**Purpose and Scope of Project:**

Close out change order to compensate for necessary labor, materials and equipment to perform the maintenance dredging.

**Amount of Contract:**

\$21,951.50

**Funding Source**

**Project #** #C0382 McNally Park Maintenance  
Dredging

**Discretionary Funds**

**Project String**

**Contract Number:**Original contract number #1790

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                       | Type       | Upload Date |
|-----------------------------------|------------|-------------|
| McNally Park Maintenance Dredging | Cover Memo | 10/23/2018  |

**REVIEWERS:**

| Department    | Reviewer          | Action   | Date                  |
|---------------|-------------------|----------|-----------------------|
| Engineering   | Amberger, Nick    | Approved | 10/24/2018 - 10:42 AM |
| Finance       | McMillan, Marilyn | Approved | 10/24/2018 - 4:20 PM  |
| Legal         | Hill, Ashton      | Approved | 10/25/2018 - 8:47 AM  |
| Mayors Office | Wesch, Paul       | Approved | 10/25/2018 - 12:50 PM |



## AGENDA ITEM SUMMARY SHEET

Agenda of -- \_\_\_\_\_ (Date)

Item No. -- \_\_\_\_\_

Submitted by: Engineering Nick Amberger  
Department Department Head

Sponsored by: William S. Stimpson Mayor – City of Mobile

Reviewed by Executive Director: Dianne Irby

Routing Authorized: \_\_\_\_\_  
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: McNally Park Maintenance Dredging with C&C Marine, LLC  
(Vendor #294598) Original Contract #1790, COM Project No. 2018-3005-23

PURPOSE & SCOPE OF PROJECT: accept change order with C&C Marine, LLC

RESOLUTION X ORDINANCE \_\_\_\_\_ OTHER \_\_\_\_\_

ORIGINAL CONTRACT PRICE: \$198,850.00

CHANGE ORDER #1: \$22,951.50

REVISED CONTRACT PRICE: \$220,801.50

Funding Source:  
Budget Item C0382

### Associated Costs:

Current year (itemize)

| Type:      | Amount:    |
|------------|------------|
| <u>n/a</u> | <u>n/a</u> |
| _____      | _____      |
| _____      | _____      |

Future years

| Year*:     | Amount:    |
|------------|------------|
| <u>n/a</u> | <u>n/a</u> |
| _____      | _____      |
| _____      | _____      |

\*If cost will continue, write "indefinite" and list projected annual cost.

Effective date of contract: Upon Council Approval

Renewal date of contract (if applicable): n/a

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not: n/a

## **RESOLUTION**

Sponsored by: Mayor William S. Stimpson

### **BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,**

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a change order, by and between the City of Mobile and the company listed below, for work as outlined in the change order attached hereto and made a part hereof as set forth in full, subject to the company signing the change order and furnishing the required bonds and insurance.

A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company: C & C Marine, LLC

Project Name: McNally Park Maintenance Dredging  
Project No. 2018-3005-23

Estimated Cost: \$21,951.50

Adopted:

---

City Clerk



CHANGE ORDER NUMBER 1 DATE October 15, 2018

PROJECT NAME AND NUMBER McNally Park Maintenance Dredging; Project No. 2018-3005-23

AT \_\_\_\_\_

TO C & C Marine, LLC,  
3280 Dauphin Street, Suite B-123  
Mobile, AL 36606

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated August 14, 2018.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: This is a close out change order to compensate for the necessary labor, materials, and equipment to perform the maintenance dredging:

|                                      |                 |
|--------------------------------------|-----------------|
| Estimated Over Run (Attachment "A")  | \$ 68,976.50    |
| Estimated Under Run (Attachment "B") | \$ ( 47,025.00) |
| Additional Items (Attachment "C")    | \$ 0.00         |

|                                         |               |
|-----------------------------------------|---------------|
| Original Contract Price                 | \$ 198,850.00 |
| Net total of Previous Change Orders     | \$ 0.00       |
| Previous Revised Contract               | \$ 0.00       |
| THIS CHANGE ORDER NUMBER <u>1</u> (ADD) | \$ 21,951.50  |
| Revised Contract Price this Date        | \$ 220,801.50 |

Extension of time resulting from this change order N/A

BY:

\_\_\_\_\_  
Mayor

ACCEPTED BY:

Scott Carter  
Owner/President

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST:

W. A. Carter  
Witness/Secretary

\_\_\_\_\_  
City Engineer

10-19-2018  
Date

### **JUSTIFICATION FOR CHANGE ORDER**

PROJECT NAME: McNally Park Maintenance Dredging

PROJECT NUMBER: 2018-3005-23

The attached change order number 1 to contract with C&C Marine, LLC  
dated August 14, 2018 is required because of the following:

- \_\_\_\_\_ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- \_\_\_\_\_ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- \_\_\_\_\_ 3. Emergencies arising during the course of the work.
- \_\_\_\_\_ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- \_\_\_\_\_ 5. See attached letter.
- X \_\_\_\_\_ 6. Other: \_\_\_\_\_ Field conditions had changed since the initial \_\_\_\_\_ assessment requiring additional removal of material.

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Engineer



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Brad Christensen, Director of Real Estate Asset Management

**Sponsored by:**

Various Council Members, and Mayor William S. Stimpson

**Purpose and Scope of Project:**

To perform the Fire Sprinkler Repairs at Various City of Mobile Locations

**Amount of Contract:**

\$26,727.00

**Funding Source**

**Project #** FIRE SPRINKLER REPAIRS

VARIOUS CITY OF MOBILE LOCATIONS SR- **Discretionary Funds**

005-18

**Project String**

**Contract Number:**1887

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**      **Matching Funds**

**ATTACHMENTS:**

| Description                                                                | Type       | Upload Date |
|----------------------------------------------------------------------------|------------|-------------|
| FIRE SPRINKLER<br>REPAIRS VARIOUS<br>CITY OF MOBILE<br>LOCATIONS SR-005-18 | Cover Memo | 10/19/2018  |

**REVIEWERS:**

| Department                         | Reviewer          | Action   | Date                    |
|------------------------------------|-------------------|----------|-------------------------|
| Real Estate<br>Asset<br>Management | Christensen, Brad | Approved | 10/19/2018 -<br>2:25 PM |
| Finance                            | McMillan, Marilyn | Approved | 10/23/2018 -<br>4:29 PM |
|                                    |                   |          | 10/24/2018 -            |

Legal  
Mayors  
Office

Hill, Ashton  
Wesch, Paul

Approved  
Approved

9:03 AM  
10/25/2018 -  
9:21 AM



**CAPITAL CONTRACT SUMMARY SHEET**

**(2 COPIES REQUIRED)**

**PROJECT NAME: FIRE SPRINKLER REPAIRS VARIOUS CITY OF MOBILE LOCATIONS**

**BUDGET PROJECT CO018 DATE OF RECEIPT: \_\_\_\_\_**

**BUILDING SERVICES PROJECT #: SR-005-18**

**PROJECT DESCRIPTION: To perform the Fire Sprinkler Repairs at Various Ciy of Mobile locations**

**CONTRACT AMOUNT: \$26,727.00**

**VENDOR NAME: A1 FIRE PROTECTION, INC.**

**VENDOR NUMBER: 295622**

**DEPT #: 3037 DEPT NAME: Building Services**

**CONTRACT ADMINISTRATOR: Osiel Elortegui**

**Please Select by circling one (Type):**

Professional Services      Architectural      Engineering      Testing  
Construction (Unit Price)\* Construction\*\* Non Contractual      Performance

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD? Y\_\_\_ N X ; 5% of the 1<sup>st</sup> 50% \_\_\_\_\_ or**

**If different, indicate special rate \_\_\_\_\_**

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

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

**Prepared by: Leronique Holt Date: October 5, 2018**

## RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Various

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

Name of Company: A1 Fire Protection, Inc.

Project Name: Fire Sprinkler Repairs  
Various City of Mobile Facilities

Project Number: SR-005-18

Amount: \$26,727.00

Adopted:

---

City Clerk

**STANDARD CONTRACT AGREEMENT BETWEEN  
CITY OF MOBILE AND 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 **CONTRACTOR**:                      A1 Fire Protection, Inc  
                                                            9777-A Betty's Way  
                                                            Semmes, Alabama 36575

City of Mobile License Number:        109520

for the following PROJECT:

**PROJECT NAME:**                              FIRE SPRINKLER REPAIRS

**PROJECT LOCATION:**                        VARIOUS CITY OF MOBILE

**PROJECT NUMBER:**                          SR-005-18

County of Mobile  
City of Mobile, Alabama

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

**ARTICLE 1. Statement of Work to be Performed:**

1.1 The Contractor shall furnish all labor, materials, tools, equipment, and supplies and sustain all expenses incurred in performing the Fire Sprinkler Repairs at various City of Mobile locations. 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 and Asset Management.

**ARTICLE 2. Term of Contract:**

2.1 The term of the Contract shall extend for Forty-Five (45) days from the date of the written Notice to Proceed, by the Owner.

### ARTICLE 3. Contract Sum:

3.1 The City shall pay the Contractor for the work performed, subject to additions and deductions provided therein, in current funds, the Contract Sum of:

|                                                                            |                      |
|----------------------------------------------------------------------------|----------------------|
| <u>Twenty Six Thousand Seven Hundred Twenty Seven Dollars and No Cents</u> | <u>(\$26,727.00)</u> |
| (Amount in Words)                                                          | (Amount in #'s)      |

which includes a Five Thousand Dollar and no cents (\$5,000.00) Allowance for the sprinkler head replacement at Hillsdale Recreation Center.

#### 3.2 Allowance:

A. Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of sprinkler heads at Hillsdale Recreation Center, as required for a complete, function project. Contractor shall provide an itemized proposal for required work.

B. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

#### 3.3 Schedule of Values:

|                                |                    |
|--------------------------------|--------------------|
| Gulf Coast Explorem:           | <u>\$ 1,028.00</u> |
| GulfQuest Maritime Museum:     | <u>\$ 3,943.00</u> |
| Fire Station #28:              | <u>\$ 548.00</u>   |
| Hillsdale Recreational Center: | <u>\$ 2,264.00</u> |
| Mobile Convention Center:      | <u>\$ 7,485.00</u> |
| Mobile Museum of Art:          | <u>\$ 1,863.00</u> |
| TSAC (Woodcock School):        | <u>\$ 4,599.00</u> |

#### 3.4 Unit Pricing:

|                                                                       |                           |
|-----------------------------------------------------------------------|---------------------------|
| Sprinkler Head Replacement<br>for Hillsdale Recreational Center ONLY: | <u>\$ 150.00</u> per head |
|-----------------------------------------------------------------------|---------------------------|

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

### ARTICLE 4. Payments:

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

- A. Payments shall be made for the completed work as specified.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.



## **ARTICLE 5. Termination of the Contract:**

5.1 The Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the 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 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 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 September 7, 2018 | 9 pages |
| 2. Bid Form, dated September 7, 2018           | 4 pages |
| 3. Specifications, dated September 7, 2018     |         |
| Section 01000 – Scope of Work                  | 2 pages |
| 4. This Instrument (Agreement)                 | 7 pages |

## **ARTICLE 7. Insurance:**

### **7.1 Required coverage:**

7.1.1 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall 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 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. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

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 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 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 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 City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, 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. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

**ARTICLE 8. Miscellaneous Provisions**

8.1 Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its

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

8.2 Indemnification: 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 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, 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 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.: 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: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

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 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.



**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 Contractor by such duly authorized officers or individuals as may be required by law.

**OWNER: City of Mobile**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

William. S. Stimpson  
Mayor, City of Mobile

\_\_\_\_\_  
Signature

DAVID G. REED, JR. V.P.  
Printed Name and Title

(Corporate Seal if applicable)

**ATTEST:**

\_\_\_\_\_  
City Clerk

Brad Christensen  
Brad Christensen, Director  
Real Estate Asset Management

**ATTEST:**

Deah Dearmon  
Signature

Deah Dearmon Secretary  
Printed Name and Title

END OF SECTION

## SECTION 01000 – SCOPE OF WORK

### September 12, 2018

The Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all expenses incurred in performing the Fire Sprinkler Repairs at various City of Mobile locations, per the following specifications:

- Gulf Coast Exploreum – 65 Government Street, Mobile, AL
  1. Replace Four (4) sidewall sprinkler heads in the women's restroom and Three (3) side wall sprinkler heads in the men's restroom, 1<sup>st</sup> floor, outside of the IMAX theater.
  2. Replace One (1) concealed sprinkler head with new concealed sprinkler head and concealed plate in the soffit in front of the restrooms on 1<sup>st</sup> floor, outside of the IMAX theater.
  3. Install One (1) new concealed sprinkler head with associated pipe and fittings on the 2<sup>nd</sup> floor exhibit area behind the wall that is obstructing the existing sprinkler head. Repairs and Painting of walls and ceiling will be performed by Owner.
  4. Replace One (1) concealed sprinkler head with a new concealed sprinkler head and concealed plate in women's restroom, 1<sup>st</sup> floor, outside of the IMAX theater.
- GulfQuest Maritime Museum – 155 South Water Street, Mobile, AL
  1. Conduct 5-year Internal Pipe Obstruction Inspection for 1 system in basement and 10 sectional systems, located on each floor. Include replacement of Twelve (12) new water/air gauges per riser on each floor. Contractor to verify during field inspection and price bid accordingly.
  2. Troubleshoot and repair fire pump test header leak.
- Fire Station #28 – 7050 Old Military Road, Mobile, AL
  1. Install Two (2) new OS&Y Tamper Switches on backflow preventer.
- Hillsdale Recreational Center – 558 Felhorn Road East, Mobile, AL
  1. Replace Water Motor Alarm.
  2. Replace Three (3) sprinkler heads in hallway in front of family restroom.
  3. Clean 147 loaded sprinkler heads in the following areas: Office #1, Office #2, Meeting Room, Kitchen, Hallways, Boys Restroom, Game Rooms, and Weight Room.
  4. If loaded sprinkler heads must be replaced, Contractor will use the Allowance, as stated in the Bid Form and Contract Agreement. Unit Pricing will be used on a per sprinkler head replacement basis and must be approved by Owner.
- Mobile Convention Center – 1 South Water Street, Mobile, AL
  1. Room 107A – Replace the 4" dry pipe valve and OS&Y tamper switch, complete with trim, alarm device, and miscellaneous pipe and fittings, with external reset plunger.
  2. Room 132 – Replace the 4" dry pipe valve and OS&Y tamper switch, complete with trim, alarm device, and miscellaneous pipe and fittings, with external reset plunger.

3. South VIP Lounge – Replace Ten (10) painted sprinkler heads and resize Three (3) drops to match ceiling elevation.
  4. Room 9 – Relocate Five (5) upright sprinkler heads as required to proper coverage.
  5. Third Floor Kitchen – Replace Ten (10) wet sprinkler heads in the kitchen area, and Seven (7) dry pendent sprinkler heads in the coolers and freezers.
  6. Replace One Hundred (100) missing chrome escutcheon rings throughout building.
- Mobile Museum of Art – 4850 Museum Drive, Mobile, AL
    1. Install Two (2) new Backflow Preventer OS&Y
  - TSAC (Woodcock School) – 261 Rickarby Street, Mobile, AL
    1. Conduct 5-year Internal Pipe Obstruction Inspection for 1 system and 10 sectional systems. Include replacement of new water/air gauges per riser.
    2. Replace Thirty-Six (36) sprinkler heads in the following areas: Storage Bathroom (2 sprinkler heads), Cafeteria (28 sprinkler heads), Classroom #11 (2 sprinkler heads), and Classroom #15 (4 sprinkler heads). Contractor to verify during field inspection and price bid accordingly. (Classroom #11 and the Computer Room are the same.)

END OF SECTION

Company ID Number: 1346698

**Approved by:**

|                                                                   |                           |
|-------------------------------------------------------------------|---------------------------|
| <b>Employer</b><br>A1 Fire Protection Inc                         |                           |
| <b>Name (Please Type or Print)</b><br>Leah M Dearmon              | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>10/01/2018 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>10/01/2018 |



Company ID Number: 1346698

## Information Required for the E-Verify Program

### Information relating to your Company:

|                                                        |                                      |
|--------------------------------------------------------|--------------------------------------|
| Company Name                                           | A1 Fire Protection Inc               |
| Company Facility Address                               | 9777A Bettys Way<br>Semmes, AL 36575 |
| Company Alternate Address                              | PO Box 2418<br>Semmes, AL 36575      |
| County or Parish                                       | MOBILE                               |
| Employer Identification Number                         | 823358155                            |
| North American Industry<br>Classification Systems Code | 238                                  |
| Parent Company                                         |                                      |
| Number of Employees                                    | 5 to 9                               |
| Number of Sites Verified for                           | 1                                    |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 10/11/2018

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 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).

|                                                                                                                                                                |  |                                                                                                                                                                   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>THE NORWOOD AGENCY LLC<br>717 LAKESIDE DRIVE<br>MOBILE AL 36693<br>INSURED<br>A-1 FIRE PROTECTION, INC<br>P. O. BOX 3045<br>SEMMES AL 36575 |  | <b>CONTACT NAME:</b> DAVID STROECKER<br><b>PHONE (A/C No. Ext):</b> 251-661-1903<br><b>FAX (A/C No.):</b> 251-661-1902<br><b>E-MAIL ADDRESS:</b> DSTROKE1@AOL.COM |  |
|                                                                                                                                                                |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                              |  |
|                                                                                                                                                                |  | <b>INSURER A:</b> LLOYD'S OF LONDON                                                                                                                               |  |
|                                                                                                                                                                |  | <b>INSURER B:</b> THE SHEFFIELD FUND/ EVANSTON INS                                                                                                                |  |
|                                                                                                                                                                |  | <b>INSURER C:</b> CNA/WESTERN SURETY CO                                                                                                                           |  |
|                                                                                                                                                                |  | <b>INSURER D:</b> NATIONAL GENERAL INS CO                                                                                                                         |  |
|                                                                                                                                                                |  | <b>INSURER E:</b>                                                                                                                                                 |  |
|                                                                                                                                                                |  | <b>INSURER F:</b>                                                                                                                                                 |  |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                               | ADDITIONAL INSURER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                               |
|----------|-----------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                                               |                    |               |                         |                         |                                                      |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                |                    |               |                         |                         | EACH OCCURRENCE \$ 1,000,000                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                  |                    |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          |                                                                                                                 |                    |               |                         |                         | MED EXP (Any one person) \$ 5,000                    |
| D        | AUTOMOBILE LIABILITY                                                                                            |                    |               |                         |                         |                                                      |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                    |                    |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|          | <input checked="" type="checkbox"/> ALLOWED AUTOS                                                               |                    |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|          | <input type="checkbox"/> HIRED AUTOS                                                                            |                    |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
| A        | UMBRELLA LIAB                                                                                                   |                    |               |                         |                         |                                                      |
|          | <input checked="" type="checkbox"/> EXCESS LIAB                                                                 |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000     |
|          | <input type="checkbox"/> RETENTION \$                                                                           |                    |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          |                                                                                                                 |                    |               |                         |                         | BODILY INJURY (Per accident) \$                      |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                   |                    |               |                         |                         |                                                      |
|          | <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) |                    |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | <input type="checkbox"/> Y/N                                                                                    |                    |               |                         |                         |                                                      |
|          | <input type="checkbox"/> N/A                                                                                    |                    |               |                         |                         |                                                      |
| C        | LICENSE BOND                                                                                                    |                    |               |                         |                         |                                                      |
|          |                                                                                                                 |                    |               |                         |                         | EACH OCCURRENCE \$ 2,000,000                         |
|          |                                                                                                                 |                    |               |                         |                         | AGGREGATE \$ 2,000,000                               |
|          |                                                                                                                 |                    |               |                         |                         |                                                      |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT NAME: JOB#SR005-18 CITY OF MOBILE BUILDING SERVICES FIRE SPRINKLER REPAIRS AT VARIOUS CITY OF MOBILE LOCATIONS. CITY OF MOBILE IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY. ALL POLICIES EXCEPT WORKERS COMPENSATION SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE IN FORCE OR WHICH MAY BE PURCHASED BY ADDITIONAL INSURED. WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF MOBILE WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION AND EMPLOYERS LIABILITY. 30 DAY NOTICE OF CANCELLATION, NON RENEWAL OR MATERIAL CHANGE SHALL APPLY (EXCEPT 10 DAYS FOR NON-PAYMENT)

|                                                                                                          |  |                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>CITY OF MOBILE, BUILDING SERVICES<br>P. O. BOX 1827<br>MOBILE AL 36683-1827 |  | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>DAVID STROECKER |
|----------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

**Submitted by:**

Kimberly Harden, Director of Architectural Engineering Department

**Sponsored by:**

Councilmember Manzie and Mayor Stimpson

**Purpose and Scope of Project:**

For repairs at the Cruise Terminal Parking Garage

**Amount of Contract:**

\$8,500.00

**Funding Source**

**Project #** Alabama Cruise Terminal Parking Deck  
Repairs - Phase 2, CT-004-19

**Discretionary Funds**

**Project String** 20002000-42200

**Contract Number:**1886

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description                                           | Type       | Upload Date |
|-------------------------------------------------------|------------|-------------|
| Parking Deck Repairs at the Cruise Terminal - Phase 2 | Cover Memo | 10/23/2018  |

**REVIEWERS:**

| Department                | Reviewer          | Action   | Date                  |
|---------------------------|-------------------|----------|-----------------------|
| Architectural Engineering | Harden, Kim       | Approved | 10/23/2018 - 12:20 PM |
| Finance                   | McMillan, Marilyn | Approved | 10/23/2018 - 4:19 PM  |
| Legal                     | Hill, Ashton      | Approved | 10/24/2018 - 9:07 AM  |
| Mayors Office             | Wesch, Paul       | Approved | 10/25/2018 - 9:20 AM  |

## RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Levon C. Manzie

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

Name of Company: Barter & Associates, Inc.

Project Name: Alabama Cruise Terminal  
Parking Deck Repairs – Phase2

Project Number: CT-004-19

Amount: \$8,500.00

Adopted:

---

City Clerk



# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Alabama Cruise Terminal – Parking Deck Repairs – Phase 2

ARCHITECTURAL ENGINEERING PROJECT# CT-004-19

PROJECT # C0259

DATE OF RECEIPT \_\_\_\_\_

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT \$8,500.00

VENDOR NAME Barter & Associates, Inc.

VENDOR NUMBER 21377

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural      Engineering      Testing      **Professional Services**

Construction (Unit Price)\*    Construction\*\*    Non Contractual    Performance

## RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y\_\_\_ N X ; 5% of the 1<sup>st</sup> 50% \_\_\_\_\_ or

If different, indicate special rate \_\_\_\_\_

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

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

Prepared by: B. Rhodes Date 10/22/18

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Alabama Cruise Terminal – Parking Deck Repairs – Phase 2

ARCHITECTURAL ENGINEERING PROJECT# CT-004-19

PROJECT # C0259

DATE OF RECEIPT \_\_\_\_\_

PROJECT DESCRIPTION For Professional Services

CONTRACT AMOUNT \$8,500.00

VENDOR NAME Barter & Associates, Inc.

VENDOR NUMBER 21377

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Kimberly Harden

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)\* Construction\*\* Non Contractual Performance

## RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y\_\_\_ N X ; 5% of the 1<sup>st</sup> 50% \_\_\_\_\_ or

If different, indicate special rate \_\_\_\_\_

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

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

Prepared by: B. Rhodes Date 10/22/18



## **AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_.

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

And the Consultant: Barter & Associates, Inc.  
1614 Government Street  
Mobile, Alabama 36604-1102

For the following Project: Alabama Cruise Terminal  
Parking Deck Repairs – Phase 2  
One South Water Street  
Mobile, Alabama 36602

Project Number: CT-004-19

The Owner and Consultant agree as set forth below:

### **1.1 CONSULTANT'S SERVICE**

**1.1.1** The Consultant's services consist of those described herewith for a sum not to exceed Eight Thousand Five Hundred Dollars and no cents (\$8,500.00).

**1.1.2** The Consultant's services shall be as stated in the attached Proposal dated October 8, 2018.

**1.1.3** As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

### **2.1 OWNER/CONSULTANT REPRESENTATIVES**

**2.1.1** The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.



### **2.1.2 ENGINEER IN CHARGE**

Firm Name: Barter & Associates, Inc.  
Address: 1614 Government Street, Mobile, Alabama 36609  
Phone/Fax Number: 251-473-8354 / 251-473-8356  
Email address: mbarter@barterse.com  
Name: Marc S. Barter Engineer License No.: 12749

### **3.1 GENERAL REQUIREMENTS**

- 3.1.1** The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed. Deliverables shall be Three (3) sets of original sealed Documents, along with Electronic Digital Format files for all documents, including the technical specifications in Word format and drawings and other applicable documents in AutoCAD format.
- 3.1.2** The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.1.3** This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.
- 3.1.4** The Consultant shall indemnify and save harmless the Owner, its employees, agents, servants and officials from all loss from claims, suits, actions, damages and costs of every name and description for injury to person(s) or damage to property resulting or arising from Consultant's negligence in performance of the services provided for under this Agreement.
- 3.1.5** Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.
- 3.1.6** The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance.
- 3.1.7** Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.
- 3.1.8 NON-DISCRIMINATION**
- A. Consultant shall comply with all Federal, State and Local laws concerning non-discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, as adopted December 10, 1991.



- B. Consultants shall abide by provisions of Mobile Ordinances #02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

#### **4.1 CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are 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. Consultant Proposal, dated October 8, 2018;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements;
4. This Instrument (Agreement).

#### **5.1 DISPUTE RESOLUTION**

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

**5.1.2** This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions out of this Agreement shall be Mobile, Alabama.

#### **6.0 IMMIGRATION LAWS**

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

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

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

**OWNER: City of Mobile**

\_\_\_\_\_  
Signature

William S. Stimpson, Mayor  
\_\_\_\_\_  
Printed Name and Title

**CONSULTANT: Barter & Associates, Inc.**

\_\_\_\_\_  
Signature

Marc S. Barter, P.E., S.E., SECB, President  
\_\_\_\_\_  
Printed Name and Title  
(Corporate Seal if applicable)

**ATTEST: City of Mobile**

\_\_\_\_\_  
City Clerk

Kimberly Harden  
Kimberly Harden, Director  
Architectural Engineering Department

**ATTEST: Consultant**

\_\_\_\_\_  
Signature

Tracy L. Thomas, Office Manager  
\_\_\_\_\_  
Printed Name and Title



**BARTER & ASSOCIATES, INC.**  
Structural Engineers

October 8, 2018

Ms. Cindy Klotz  
Architectural Engineering Department  
City of Mobile  
205 Government Street, Room 558  
Mobile, AL 36602

RE: Cruise Terminal Parking Deck 2019 Repairs

CT-004-19

Dear Cindy:

We are pleased to provide the following fee proposal for engineering services related to the repairs to the Cruise Terminal parking garage. The scope of engineering services as we understand it will be to provide engineering drawings and specifications for the miscellaneous repairs to the parking deck to be implemented during the 2019 January dry docking of the ship. Our services will include a re-inspection of the structure to triage those items noted in a previous report which were implemented. We will prepare construction documents addressing those items to be issued in early November. Additionally, due to the inability to inspect the concrete floor surface because of vehicles, we will be onsite providing field direction to the contractor for repairs to be paid for according to unit prices requested in the bids.

The following fees shall be charged for the work described above:

|                                    |         |
|------------------------------------|---------|
| Preparation of Contract Documents: | \$5,500 |
| Construction Phase Services:       | \$3,000 |

Please review the above and let us know if we have accurately interpreted the planned scope of work and that the fee is acceptable.

Sincerely,

Marc S. Barter, P.E., S.E., SECB



# EXHIBIT 1

## City of Mobile Insurance Requirements Consultant

**Insurance** – For the duration of this agreement, the Consultant 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.
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 City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

E. Professional Liability Insurance:

1. Projects \$0 - \$1,000,000    \$1,000,000    /\$2,000,000    annual aggregate  
  
Projects over \$1,000,000    to be determined by Owner



## **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 City of Mobile.

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

**Notice of Cancellation** - Certificates of Insurance 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.

**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 are attached for Consultant's reference.

## **Exhibit 2**

### **Payment Process**

1. The Consultant shall submit his request for payment on approved, standard forms.
2. Where compensation is based on a Stipulated Sum, Progress Payments for Basic Services for each phase shall total the following percentages of the total Basic Compensation payable:

|                               |            |
|-------------------------------|------------|
| Schematic Design Phase:       | 12.5%      |
| Design Development Phase:     | 15%        |
| Construction Documents Phase: | 50%        |
| Bidding or Negotiation Phase: | 2.5%       |
| <u>Construction Phase:</u>    | <u>20%</u> |
| Total Basic Compensation      | 100%       |

3. Payments to Consultants shall be made upon approval of each phase except for Construction Phase. During Construction Phase, the percentage of the progress payment shall be the percentage of approved work completed by the contractor.
4. Payment process: Design consultant submits invoice to AE Department for work complete. Fiscal Officer will verify contract amount and other figures. Project Manager will review invoices, and verify percentage complete. Fiscal Officer prepares check request for approval by Architectural Engineering Director. Check request and Consultant's invoice are forwarded to the City of Mobile Accounting Department for payment.
5. Invoices submitted prior to and approved by noon Wednesday will be processed that week and a check disbursed by mail or hand the following Wednesday (one week). Invoices approved after noon on Wednesday will be processed the following week and disbursed the Wednesday following (two weeks).





BARTE-1

OP ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2018

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).

|                                                                                                                                          |  |                     |  |                                                 |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------|--|-------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>Burkholder Insurance, Inc.<br>P.O. Box 81569<br>115 University Blvd.<br>Mobile, AL 36689-1569<br>Paul Burkholder, III |  | <b>251-450-0061</b> |  | <b>CONTACT NAME:</b> Kimberly Rouse             |                                    |
|                                                                                                                                          |  |                     |  | <b>PHONE (A/C, No, Ext):</b> 251-450-0061       | <b>FAX (A/C, No):</b> 251-450-0624 |
|                                                                                                                                          |  |                     |  | <b>E-MAIL ADDRESS:</b>                          |                                    |
|                                                                                                                                          |  |                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>            | <b>NAIC #</b>                      |
|                                                                                                                                          |  |                     |  | <b>INSURER A:</b> Frankenmuth Mutual Insurance  | <b>13986</b>                       |
|                                                                                                                                          |  |                     |  | <b>INSURER B:</b> Alabama Retail Comp           | <b>NONE</b>                        |
|                                                                                                                                          |  |                     |  | <b>INSURER C:</b> Safety National Casualty Corp | <b>15105</b>                       |
|                                                                                                                                          |  |                     |  | <b>INSURER D:</b>                               |                                    |
|                                                                                                                                          |  |                     |  | <b>INSURER E:</b>                               |                                    |
|                                                                                                                                          |  |                     |  | <b>INSURER F:</b>                               |                                    |

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | BOP6282822    | 03/06/2018              | 03/06/2019              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br>ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                    | Y         | Y        | BOP6282822    | 03/06/2018              | 03/06/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                     | Y         | Y        | BOP 6282822   | 03/06/2018              | 03/06/2019              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                      | Y/N       | Y        | 4001324-1     | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER                                                                                                                                                          |
| C        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                              | N/A       | Y        | PRE4004287    | 01/01/2018              | 01/01/2019              | E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                                                                                                   |

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

Project Name: Alabama Cruise Terminal Parking Deck Repairs - Phase 2 Project  
Number: CT-004-19

Endorsements 07740 9-10, 09876 4-14 available upon request.

Benefits for Workers Compensation Coverage are limited to the provisions of the Alabama Workers Compensation Law.

## CERTIFICATE HOLDER

MOBI123

City of Mobile  
PO Box 1827  
Mobile, AL 36633-1827

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kimberly Rouse

**NOTEPAD:**

HOLDER CODE **MOBI123**  
INSURED'S NAME **Barter & Associates, Inc.**

**BARTE-1**  
**OP ID: KR**

PAGE 2  
Date **10/17/2018**

In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against certificate holder.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2018

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 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).

| <b>PRODUCER</b><br>MEDALLION INSURANCE SERVICES<br>8145 Ardrey Kell Rd<br>Suite 203<br>Charlotte NC 28277 | <b>CONTACT NAME:</b> Phyllis Constantino<br><b>PHONE (A/C, No, Ext):</b> (704) 256-6000<br><b>FAX (A/C, No):</b> (704) 256-6001<br><b>E-MAIL ADDRESS:</b> phyllis@medallioninsurance.com                                                                                                                                                                   |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Barter & Associates, Inc.<br>1614 Government Street<br>Mobile AL 36604                  | <table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Insurance Underwriters</td><td>19917</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Liberty Insurance Underwriters | 19917 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                             | NAIC #                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Liberty Insurance Underwriters                                                                 | 19917                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                |                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                |                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                |                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                |                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                |                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |            |  |            |  |            |  |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER:** CL173603998**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>OTHER \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                    |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER \$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                           |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>OTHER \$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                               |           |          |                |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                               |
| A        | <b>PROFESSIONAL LIABILITY</b>                                                                                                                                                                                                                                   |           |          | AEXNYABFTCG001 | 3/1/2017                | 3/1/2019                | EACH CLAIM \$1,000,000<br>AGGREGATE \$2,000,000                                                                                                                                                |

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

Project Name: Alabama Cruise Terminal Parking Deck Repairs - Phase 2

Project Number: CT-004-19

**CERTIFICATE HOLDER**

Brenda.rhodes@cityofmobile.or

City of Mobile  
PO Box 1827  
Mobile, AL 36633-1827**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Urichich/PHYLLI

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Company ID Number: 468942  
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

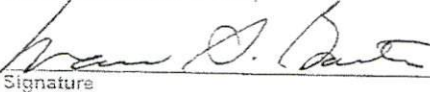
If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Barter & Associates, Inc.

Marc S. Barter

Name (Please Type or Print)

  
Signature

President

Title

06/11/2012

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Sherry Galbreath

Name (Please Type or Print)

Electronically Signed

Signature

Title

06/08/2012

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

### Information Required For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.



Company ID Number: 468942  
Client Company ID Number: 567539

Company Facility Address: 1614 Government St.

Mobile, AL 36604

County or Parish: MOBILE

Employer Identification  
Number: 631056567

North American Industry  
Classification Systems  
Code: 551

Administrator:

Number of Employees: 1 to 4



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description                           | Type       | Upload Date |
|---------------------------------------|------------|-------------|
| Investigate conditons at Public Works | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer           | Action   | Date                 |
|-------------------------------|----------|----------------------|
| City Clerk Merchant, Mary Ann | Approved | 10/25/2018 - 2:47 PM |



RESOLUTION AUTHORIZING AN INVESTIGATION INTO THE WORKING CONDITIONS IN THE  
PUBLIC WORKS DEPARTMENT AND TO APPOINT A SPECIAL COUNSEL  
TO ASSIST IN THE INVESTIGATION

Sponsored by: Councilmembers Richardson, Manzie & Rich

FINDINGS

1. The City of Mobile is an Alabama Class II municipal corporation vested with a portion of the state's sovereign power to protect the public health, safety and welfare. *Ala. Code* §§ 11-45-1; 11-44C-10 *et seq.*
2. All powers of the city are vested in the Council, subject only to such limitations as may be prescribed by law. *Ala. Code* §11-44C-11.
3. In exercising its power, the Council must do so in the manner prescribed by *Ala. Code* §§ 11-44C-1 through 99, "or if not prescribed, then in such manner as may be prescribed by law or by ordinance." *Id.*
4. Section 11-44C-87 empowers the Council to make investigations into the conduct of any office, department, agency, or officer of the city and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence.
5. Section 11-44C-38(c) authorizes the Council to obtain legal counsel outside the city merit system to advise and defend them in their respective capacities as council members and in the pursuit of the operation of government.
6. For the past several months, employees of the Public Works Department, representatives from the Mobile Public Service Workers Association, and citizens have appeared before the Council and voiced complaints about the working conditions within the department, especially in the residential trash division. Among other issues, employees have alleged that there is systematic mistreatment of employees by supervisors; that the department is understaffed and the employees are overworked; and that the administration has retaliated against employees who sought to redress their grievances with the administration.
7. The Council is mindful that its power of investigation should be reserved for only the most serious matters.
8. The number and severity of complaints made over so long a period of time is unprecedented, and the Council believes an investigation is warranted so that the Council has a full understanding of the facts underlying the complaints.
9. If the cause of these complaints is not investigated and addressed, the potential exists for a more general malaise among employees, and for the erosion of citizens' confidence in the public service.
10. It is not the intent of the Council to duplicate or bypass the personnel grievance system; rather the council seeks to establish facts that can be the basis for further discussions

with the administration and/or the Mobile County Personnel Board, new legislation, or other steps deemed necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile, Alabama as follows:

11. That the Vice-President shall appoint an Investigative Committee, composed of not less than three council members, to direct an investigation into the working conditions in the Public Works Department;
12. That Patrick Sims, Attorney, is hereby appointed to serve as special counsel to the committee in the conduct of the investigation and shall be compensated at the rate of two hundred dollars per hour;
13. That the Committee, in conjunction with Mr. Sims, shall establish the parameters of the investigation and a budget for his work;
14. That no later than December 15, 2018, the Committee shall file a full report with the City Council setting forth its findings and recommendations.

Adopted:

---

City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**10/30/2018

### **Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**      **REDUCE**      **INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

| Description       | Type       | Upload Date |
|-------------------|------------|-------------|
| 916 Church Street | Cover Memo | 10/25/2018  |

### **REVIEWERS:**

| Department Reviewer           | Action   | Date                  |
|-------------------------------|----------|-----------------------|
| City Clerk Merchant, Mary Ann | Approved | 10/25/2018 - 11:44 AM |



THE CITY OF MOBILE, ALABAMA  
PLANNING & ZONING DEPARTMENT  
**MOBILE CITY PLANNING COMMISSION**

October 25, 2018

City Council  
Mobile Government Plaza  
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 4, 2018 considered the request of David Shumer for a change in zoning from B-1, Buffer Business District, to R-B, Residential Business District, for the property located 916 Church Street. (Northeast corner of Church Street and Marine Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) submission of a Subdivision application; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas  
Deputy Director Planning & Zoning Department

mst

Attachments





THE CITY OF MOBILE, ALABAMA  
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 9, 2018

David Shumer  
3213 Midtown Park South  
Mobile, AL 36606

**Re: 101 Marine Street & 916 Church Street**  
(Northeast corner of Church Street and Marine Street extending to the Southeast corner of Marine Street and Government Street).  
Council District 2  
**ZON-000676-2018 (Rezoning)**  
**David Shumer**

Dear Applicant(s)/ Property Owner(s):

At its meeting on October 4, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-B, Residential Business District, only for the portion of the site located at the Northeast corner of Church Street and Marine Street (916 Church Street).

**At the meeting, the Commission decided to recommend the application for Approval to the City Council, subject to the following:**

- 1) submission of a Subdivision application; and
- 2) full compliance with all municipal codes and ordinances.

**The advertising fee for this application is \$250.75. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.**

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

**MOBILE CITY PLANNING COMMISSION**  
Ms. Jennifer Denson, Secretary

By: *Margaret Pappas*  
Margaret Pappas  
Deputy Director of Planning and Zoning

cc: Taylor Atchison

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

**Section One:** That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

**PARCEL B: FROM THE SOUTHEAST CORNER OF GOVERNMENT AND MARINE STREETS, RUN S19d37'E ALONG THE EAST LINE OF MARINE ST 200 FT TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE N71d50'34"E 145.28'; THENCE N69d58'51"E 49.59 FT; THENCE S19d24'12"E 59.23 FT; THENCE S70d14'08"W 35.13 FT; THENCE S19d53'00"E 92.70 FT TO A POINT ON THE NORTH ROW LINE OF CHURCH STREET; THENCE S70d27'17"W ALONG SAID NORTH LINE 159.71 FT TO THE EAST ROW LINE OF MARINE STREET; THENCE N19d41'17"W ALONG SAID EAST LINE 155.18 FT TO THE POINT OF BEGINNING.**

**PARCEL D: BEGINNING AT A POINT ON THE NORTH SIDE OF CHURCH STREET 294 FT WEST OF BROAD STREET; THENCE S70d27'17"W ALONG THE NORTH SIDE OF CHURCH STREET 48.58 FT TO A POINT; THENCE N19d53'00"W ALONG PROPERTY FORMERLY OF 951 GOVERNMENT STREET, INC. 92.70 FT; THENCE N70d14'06"E ALONG PROPERTY FORMERLY OF 951 GOVERNMENT STREET, INC. AND PROJECTION THEREOF 44.76 FT; THENCE S22d17'51"E 92.98 FT TO THE POINT OF BEGINNING.**

The classification of said property is hereby changed from **B-1, Buffer Business District** to **R-B, Residential Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **R-B, Residential Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-B, Residential Business District**, until all of the conditions set forth below have been complied



with: 1) submission of a Subdivision application; and 2) full compliance with all municipal codes and ordinances.

**Section Two:** This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

---

**Lisa Lambert, City Clerk**

**David Shumer  
916 Church Street  
(Northeast corner of Church Street and Marine Street).**

**Council District 2  
Levon C. Manzie**

SEP 5 '18 10:17AM



# MOBILE CITY PLANNING COMMISSION

## Mailing Address:

Urban Development Department  
Planning Section  
P. O. Box 1827  
Mobile, Alabama 36633  
Phone: (251) 208-5895; Fax: (251) 208-5896

## Location

Mobile Government Plaza  
205 Government Street  
Third Floor - South Tower  
Mobile, AL 36644

**NOTE:** **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, **INCLUDING THE SITE PLAN**, must be submitted along with **SEVEN (7) COPIES** of this application by **NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

## Type of Application and Fees:

- |                                                                                                                                                |                                                                                         |                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Zoning Change</b><br>\$ 100.00<br>(if recommended for approval,<br>additional advertising fee required) | <input type="checkbox"/> <b>Planning Approval</b><br>\$ 150.00<br>(non-profit \$ 50.00) | <input type="checkbox"/> <b>Planned Unit Development</b><br>\$ 150.00 |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

(Application Fee + Postage Fee + \$ 1.00 Notification Fee per mailing label + \$ 1.00 Computer/Fax Fee = Total Application Cost)

- Applicant: DAVID SHUMER  
(if other than owner, must furnish written authorization from owner)  
Full Address: 3213 MIDTOWN PARK SOUTH, MOBILE, AL 36606  
Telephone: 251.689.3915 Email: david@bartoneng.com
- Owner: TAYLOR ATCHISON  
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)
- Attach a brief description of property location. NE CORNER OF INT OF MARINE & CHURCH ST
- Attach a copy of the legal description and parcel number of the property in question. R022906400010336.  
(Parcel Number)
- Present Zoning: B-1 Proposed Zoning: R-B
- Area of property, sq. ft. or acres: 30,866 SF
- DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).
- PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
- ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.
- Planned Unit Development applications:** Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).
- SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.
- TREES:** Are there any 24-inch diameter or larger trees on the site? ☐ YES ☐ NO  
If YES, are they shown on the Site Plan? ☐ YES ☐ NO
- 13. LABELS AND NOTIFICATION REQUIREMENTS:** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).
- 14. SIGNATURE:** It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

DATE: 08-31-18

APPLICANT'S SIGNATURE: [Signature]



---

**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST  
PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE  
THE MOBILE CITY PLANNING COMMISSION**

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

DATE: 08-31-18

APPLICANT'S SIGNATURE: \_\_\_\_\_



SEPT 18 10:17AM

HYGIA INC  
C/O CVS PHARMACY  
1 CVS DRIVE  
WOONSOCKET, RI 02895

WESTBROOK JESSICA MICHELLE  
105 W 122ND ST  
NEW YORK, NY 10027

TODIA JAY PERSONAL FITNESS  
11100 LAWRENCE RD EXT  
FAIRHOPE, AL 36532

LOCAL 991 INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
112 S BROAD ST  
MOBILE, AL 36602

WESTRY ANTONIO & BRENDA  
1250 BALTIMORE ST  
MOBILE, AL 36605

BEECH DAVID & PHILIP VINSON  
152 MARINE ST  
MOBILE, AL 36604

MEADOWS TERRI K  
154 MARINE ST  
MOBILE, AL 36604

STEEG CHARLES A  
155 MARINE ST  
MOBILE, AL 36604

PARTRIDGE C ALTON & DOROTHY  
163 PECAN AVE  
FAIRHOPE, AL 36532

ELIJAH HOUSE INC  
1867 DUVAL ST  
MOBILE, AL 36605

BURT TIMOTHY G  
1910 GOVERNMENT ST  
MOBILE, AL 36606

COLEY JOANNA A  
205 GEORGE ST  
MOBILE, AL 36604

R & R HOLDINGS LLC  
220 WEST GARDEN ST, STE 500  
PENSACOLA, FL 32502

MOBILE TOWERS LLC  
249 PINE AVE, STE 2  
ALBANY, GA 31701

HUNTER DOUGLAS & CHRISTOPHER  
261 N JOACHIM ST  
MOBILE, AL 36603

P R PROPERTIES LLC  
C/O DAFFIN GARY K  
3611 WASHINGTON ST, STE B108  
JAMAYA PLAIN, MA 02130

TRIPLE E HOLDINGS LLC  
375 LAMBTON STR  
FAIRHOPE, AL 36532

ROBERTS MACK JEROME &  
61 S MONTEREY ST  
MOBILE, AL 36604

MOULTON GERI S  
7 HOLLAND PARK  
MOBILE, AL 36608

GOVERNMENT STREET UNITED  
METHODIST CHURCH  
901 GOVERNMENT ST  
MOBILE, AL 36604

GOVERNMENT STREET UNITED  
METHODIST CHURCH  
905 GOVERNMENT ST  
MOBILE, AL 36604

KYLE MELISSA F  
906 CHURCH ST  
MOBILE, AL 36604

BOLKA DAVID F  
906 PALMETTO ST  
MOBILE, AL 36604

LOTT KEITH R & REBECCA W  
907 CHURCH ST  
MOBILE, AL 36604

HIBBERTS ADAM CHRISTOPHER &  
MARY FRANCES HIBBERTS  
908 PALMETTO ST  
MOBILE, AL 36604

TOMLEY DAVID & PATRICIA A TOMLEY  
909 CHURCH ST  
MOBILE, AL 36604

MANNING DONALD O  
909 GOVERNMENT ST  
MOBILE, AL 36604

ISELL ROY B & DEBRA A  
910 GOVERNMENT ST  
MOBILE, AL 36604

HARTMANN DEAN J  
911 CHURCH ST  
MOBILE, AL 36604

GORDON GREGORY L  
912 PALMETTO ST  
MOBILE, AL 36604

COPELAND GINGER FAYE  
915 CHURCH ST  
MOBILE, AL 36604

ATCHISON TAYLOR  
921 DAUPHIN ST  
MOBILE, AL 36604

HELMER CLYDE ARTHUR & SARAH  
950 GOVERNMENT ST  
MOBILE, AL 36604

RAZORBACK LAND CO INC A  
952 GOVERNMENT ST  
MOBILE, AL 36604

JUZANG DERRICK A & JANET  
954 CHURCH ST  
MOBILE, AL 36604

FELIS LOUIS & PATRICIA  
954 PALMETTO ST  
MOBILE, AL 36604

MAY WILLIAM RANDOLPH  
955 CHURCH ST  
MOBILE, AL 36604

BAKER SHANNON E  
956 CHURCH ST  
MOBILE, AL 36604

CLEVELAND SUZANNE DIX  
957 CHURCH ST  
MOBILE, AL 36604

SCHRAEDER LESLIE C  
960 CHURCH ST  
MOBILE, AL 36604

JDBF LLC  
960-C GOVERNMENT ST  
MOBILE, AL 36604

ORIGINAL DRAGONS INC  
P O BOX 1203  
MOBILE, AL 36601

MCDONALD DAVID A  
P O BOX 832  
MOBILE, AL 36601

POINT CARTWRIGHT PROPERTIES LLC  
PO BOX 1983  
FAIRHOPE, AL 36533

SEP5 '18 10:17AM



**PLANNED UNIT DEVELOPMENT  
& ZONING AMENDMENT  
STAFF REPORT**

**October 4, 2018**

**NAME**

David Shumer

**LOCATION**

101 Marine Street & 916 Church Street  
(Northeast corner of Church Street and Marine Street  
extending to the Southeast corner of Marine Street and  
Government Street).

**CITY COUNCIL  
DISTRICT**

District 2

**PRESENT ZONING**

B-1, Buffer Business District

**PROPOSED ZONING**

R-B, Residential Business District, only for the portion of  
the site located at the Northeast corner of Church Street and  
Marine Street (916 Church Street).

**REASON FOR  
REZONING**

A manifest error in the zoning ordinance, changing  
conditions leading to a need to rezone, and to allow  
creative land use.

**AREA OF PROPERTY**

2 Lots/ 1.2 ± Acres (Planned Unit Development)  
1 Lot/ 0.7 ± Acres (Rezoning)

**CONTEMPLATED USE**

Planned Unit Development Approval to allow multiple  
buildings on a single building site along with off-site  
parking, and Rezoning from B-1, Buffer-Business District,  
to R-B, Residential Business District, only for the portion  
of the site located at the Northeast corner of Church Street  
and Marine Street. **It should be noted, however, that any  
use permitted in the proposed district would be allowed  
at this location if the zoning is changed. Furthermore,  
the Planning Commission may consider zoning  
classifications other than that sought by the applicant  
for this property.**

**TIME SCHEDULE**

None given.



## **ENGINEERING**

### **COMMENTS**

Planned Unit Development:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Each Lot Owner shall be required to submit a Land Disturbance Permit application with the initial construction of a single family dwelling or other impervious surface (shed, driveway, slab, asphalt, gravel, etc.). The application shall include a site grading and drainage plan, details, and calculations, all of which are to be signed by a licensed Alabama Professional Engineer.
2. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

## **TRAFFIC ENGINEERING**

### **COMMENTS**

Government Street (US Highway 90) is an ALDOT maintained roadway. Driveway number, size, location and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any new on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. Revise Note 7 accordingly.

## **URBAN FORESTRY**

### **COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).

## **FIRE DEPARTMENT**

### **COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire Code compliant paved access required from both streets.

## **REMARKS**

The applicant is requesting Planned Unit Development Approval to allow multiple buildings on a single building site along with off-site parking, and Rezoning from B-1, Buffer-Business District, to R-B, Residential Business District, only for the portion of the site located at the Northeast corner of Church Street and Marine Street. The applicant is proposing to rezone a portion of the site to allow for the development of a restaurant.

The overall site consists of two separate parcels. One parcel is located at the intersection of Government Street and Marine Street (the parking lot). The other parcel is located at the intersection of Marine Street and Church Street (proposed restaurant). A subdivision application



was not included with this application submittal, and no documentation has been provided to determine that the parcels existed prior to adoption of the city's Subdivision Regulations in 1952. Therefore, a Subdivision application will be required if the request at hand are approved.

The site has been given a "Mixed Density Residential" (proposed restaurant) land use designation and a "Traditional Mixed-Use Corridor" (parking lot) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

The Mixed Density Residential designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4-residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 dwelling units per acre, depending on the mix, types, and locations of the housing as specified by zoning.

Like Low Density Residential areas, Mixed Density Residential areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

The Traditional Mixed-Use Corridor generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.



As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant provided the following statement:

*"The property is located on two lots that front Marine Street with the south lot also fronting Church and the north lot fronting Government Street. The two lots have been developed in the past as parking lots with existing evidence of curbing and pavement still present. The south lot is mostly cleared while the north lot contains a garden and is actively used as a parking lot for Government Street United Methodist Church. There are multiple existing curb cuts to Marine and Government Streets. An existing well on the south property will be used for irrigation only.*

*Existing trees are displayed on the site plan.*

*This project consists of constructing a new structure that will serve food and drinks and provide for open air seating and activities. Food will be prepared and served from a food truck/trailer that will be permanently anchored under a separate structure and directly connected to site utilities.*

*Site amenities will include outdoor activities such as Bocce Ball and Chess/Checkers, a vegetative buffer screen with a climbing vine, and a citrus grove.*

*Off-street parking will be provided on the north property with some additional on-street parking along Marine Street in front of the structure. The off-street parking will be shared with the Church which should not cause a conflict due to the different peak times of operation.*

*The site will use waste canisters in lieu of a dumpster pad.*

*Rezoning of the south lot to **R-B** will allow for a restaurant and five (5) foot building setbacks. The reduced setbacks will allow the development to better match the character of the area.*

*This site is located in close proximity to the downtown center of the City that is contains residential, light commercial and mixed use properties which is in line with the intent of the R-B zoning."*

Regarding the need for rezoning, the applicant provided the following justification:

*"1) manifest error in zoning ordinance ; The land is currently zoned B-1, as a neighbor bordering the property it is my belief that a large office building would not fit well within the landscape, the property across the street, Marine St. Lofts, was*



*originally built as office space and sat vacant for years before my group renovated it into multi family and commercial use on the first floor. The idea is that the ground level businesses in this area should provide some sort of service to the surrounding area. Office does not do that*

*2) Changing Conditions, The city of Mobile downtown is growing and is becoming a busy area at night with tough parking conditions. Due to this factor it is natural that local neighborhood bar/restaurants become more desired. Oakleigh has two successful examples within the core of the neighborhood. Callahgans, and Kitchen on George. The Oakleigh Lawn Club will provide another venue for the growing population of the OGD.*

*3) Creative Land Use; One main concern when placing a commercial property within a neighborhood is parking and traffic.. My proposal uses the church land at corner of Government St. and Marine St. This keeps traffic on the first block of marine st and government st."*

Planned Unit Development review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

PUD approval is site-plan specific, thus any changes to the site plan will require approval by the Planning Commission. Also, PUD approvals expire within one (1) year if no permits for the development are obtained.

The proposed restaurant site (property closest to Church Street) is bounded to the north by properties within a B-1, Buffer Business District and R-B, Residence Business District, to the west by B-1, Buffer Business District, and to the south and east by residences in an R-1, Single Family Residential District. The proposed parking lot (property closest to Government Street) is bounded to the north by properties within a B-2, Neighborhood Business District, to the west and south by B-1, Buffer Business District, and to the east by R-B, Residence Business District.



A portion of the subject site is vacant, while the remainder of the site has been used for a vegetable garden and an off-site parking lot for a church. Both of the parcels are currently zoned B-1, Buffer Business District. However, the portion of the site that is proposed to be a restaurant is proposed to be rezoned to R-B, Residence-Business District. This zoning district will allow for a variety of retail and restaurant uses which are not permitted in a B-1 District. Furthermore, an R-B District allows for a variety of less intense uses when compared to a B-2, Neighborhood Business District. A dine-in restaurant would be allowed in an R-B District; however a restaurant with a drive-thru is not allowed. It would appear that rezoning the property to an R-B, Residence-Business District would be necessary to provide the applicant with the proper zoning classification that would be most suitable for the proposed development of this site.

The proposed restaurant will consist of a 2,400 square foot structure that will include a permanently anchored food truck/trailer, a bar, a 1,400 square foot patio area, outdoor game activities, and off-street parking with a few on-street parking spaces. It should be noted that while the primary use of the business is a restaurant, the secondary use would be a bar. A bar is not allowed in an R-B, Residence-Business District without Planning Approval; thus the restaurant and bar must operate simultaneously. A note should be placed on the site plan stating the restaurant and bar will operate simultaneously. This requirement should also be included in the conditions of approval, if approved.

With regards to parking requirements, a total of 38 parking spaces are required based on the site plan and the breakdown of the square footage for the structure and the outdoor patio seating area. The applicant is proposing to utilize the adjacent church parking lot for off-site parking. The site plan depicts approximately 37 parking spaces in the existing parking area. It should be noted that the parking lot is mostly grass with some broken asphalt, thus specific parking spaces cannot be clearly delineated on the existing surface. The site plan also depicts 4 on-street parking spaces along Marine Street in front of the proposed restaurant, which includes 2 accessible parking spaces.

As proposed, the site plan depicts aggregate surfacing as well as substandard access and maneuvering for the included parking lot. The request to allow grass, aggregate parking, access/maneuvering and surfacing to remain on much of the overall site would require a variance application. Without a paved parking surface, and no parking spaces, it is hard to determine if adequate parking will be provided. The site plan should be revised to depict asphalt or concrete surfacing for the parking lot, and parking bumpers; or variances should be submitted to the Board of Zoning Adjustment for consideration.

With regards to tree planting and landscaping requirements, the site is required to have seven frontage trees along Church Street, 12 trees along Marine Street, and four trees along Government Street. There appear to be two existing trees in the right-of-way along Church Street, four existing trees along Marine Street ( three are within the right-of-way), and three existing trees along Government Street (two are within the right-of-way). The existing right-of-way tree canopy and trees in the right-of-way can be used to reduce the amount of trees required on the site itself. The species and size of all existing trees that the applicant wishes to be considered must be provided on the plan. Based on the size and width of the trees along Government Street, no additional tree planting will be required; however it does appear that



additional trees may be required along Marine Street and Church Street. The site plan depicts eight citrus trees, however, those trees are considered understory trees and are not counted as frontage overstory trees. The site plan should be revised to depict the total required number of frontage trees, or an application to the Board of Zoning Adjustment for a request for a reduction in the total number of frontage trees will be required.

It should be noted the site is within the Oakleigh Garden District and any exterior work will require permits and approvals from the city's Historic Development Department.

The overall site has frontage on Church Street, Marine Street, and Government Street. Both Church Street and Marine Street are minor streets with curb and gutter with an adequate 50' right-of-way, which is depicted on the site plan. Government Street is a major street with a required 100' right-of-way, and is an ALDOT managed facility. The site plan does not depict Government Street or the right-of-way width on the site plan. The site plan should be revised to depict the existing right-of-way width of Government Street, and any dedication necessary to provide the 100' right-of-way.

The overall site currently has one existing curb-cut to Government Street and four existing curb-cuts to Marine Street. Two of the existing curb-cuts along Marine Street have stakes in the ground blocking the access to the curb-cuts. Based on the proposed site plan it appears that the one existing curb-cut to Government Street will remain, a new 24' wide curb-cut will be constructed to Marine Street to allow for two-way traffic for the parking area, and the two existing curb-cuts to Marine Street where the access is currently blocked will remain, but not be utilized. It is preferred, however, that unused curb-cuts be removed and the right-of-way restored with curb and gutter. Additionally, as a means of access management, the site should be limited to one curb-cut to Government Street and one curb-cut to Marine Street, with the size, design and location to be approved by Traffic Engineering and comply with ALDOT and AASHTO standards.

The 25' minimum building setback lines are depicted along Government Street and a portion of Marine Street for the parking lot (property closest to Government Street). This should be retained on any future site plans. Five feet minimum building setback lines are depicted for the proposed restaurant portion of the site (property closest to Church Street). An R-B, Residence-Business district allows for a 5' minimum building setback, thus if the rezoning is approved, the setbacks will meet the minimum requirements.

## **RECOMMENDATION**

### **Planned Unit Development:**

Staff recommends the following Findings of Fact for Approval of the Planned Unit Development:

- a. the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development), as it creates a unique restaurant and non-traditional site configuration within a neighborhood;



- b. the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations), because it allows a vacant lot to become a facility that can be utilized by the surrounding neighborhoods and the public;
- c. the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment), because the applicant is developing within the city and capitalizing on vacant land;
- f. the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because the site will not only provide services to neighbors within the area, but can be utilized by all citizens.

Based upon the preceding, the PUD application is recommended for Approval, subject to the following:

- 1) submission of an associated two lot subdivision application, or the provision of a deed for both properties prior to 1952;
- 2) submission of variance requests to the Board of Zoning Adjustment to address the parking lot and tree plantings;
- 3) revision of the site plan to depict the existing right-of-way width of Government Street, and any dedication necessary to provide the 100' right-of-way;
- 4) revision of the site plan to include a note stating the restaurant and bar will operate simultaneously, the bar shall not be open without the restaurant in operation;
- 5) a note should be placed on the site plan stating any exterior work will require permits and approvals from the city's Historic Development Department;
- 6) retention of the 25' minimum building setback lines along Government Street and a portion of Marine Street for the parking lot (property closest to Government Street);
- 7) retention of the 5' minimum building setback lines along Church Street and a portion of Marine Street for the proposed restaurant portion of the site (property closest to Church Street);
- 8) retention of the right-of-way widths for Marine Street and Church Street;
- 9) full compliance with Engineering comments: *"Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Each Lot Owner shall be required to submit a Land Disturbance Permit application with the initial construction of a single family dwelling or other impervious surface (shed, driveway, slab, asphalt, gravel, etc.). The application shall include a site grading and drainage plan, details, and calculations, all of which are to be signed by a licensed Alabama Professional Engineer. 2. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior*

to the Engineering Department issuing their approval for a Final Certificate of Occupancy.”;

- 10) placement of a note on the Final Plat stating the following Traffic Engineering comments: *“Government Street (US Highway 90) is an ALDOT maintained roadway. Driveway number, size, location and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any new on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City’s Zoning Ordinance. Revise Note 7 accordingly.”;*
- 11) full compliance with Urban Forestry comments: *“Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).”;*
- 12) full compliance with Fire comments: *“All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire Code compliant paved access required from both streets.”;*
- 13) provision of two revised Planned Unit Development site plans depicting compliance with these conditions to Planning & Zoning; and
- 14) completion of the Subdivision process (if pre-1952 deeds are not furnished) prior to the issuance of permits.

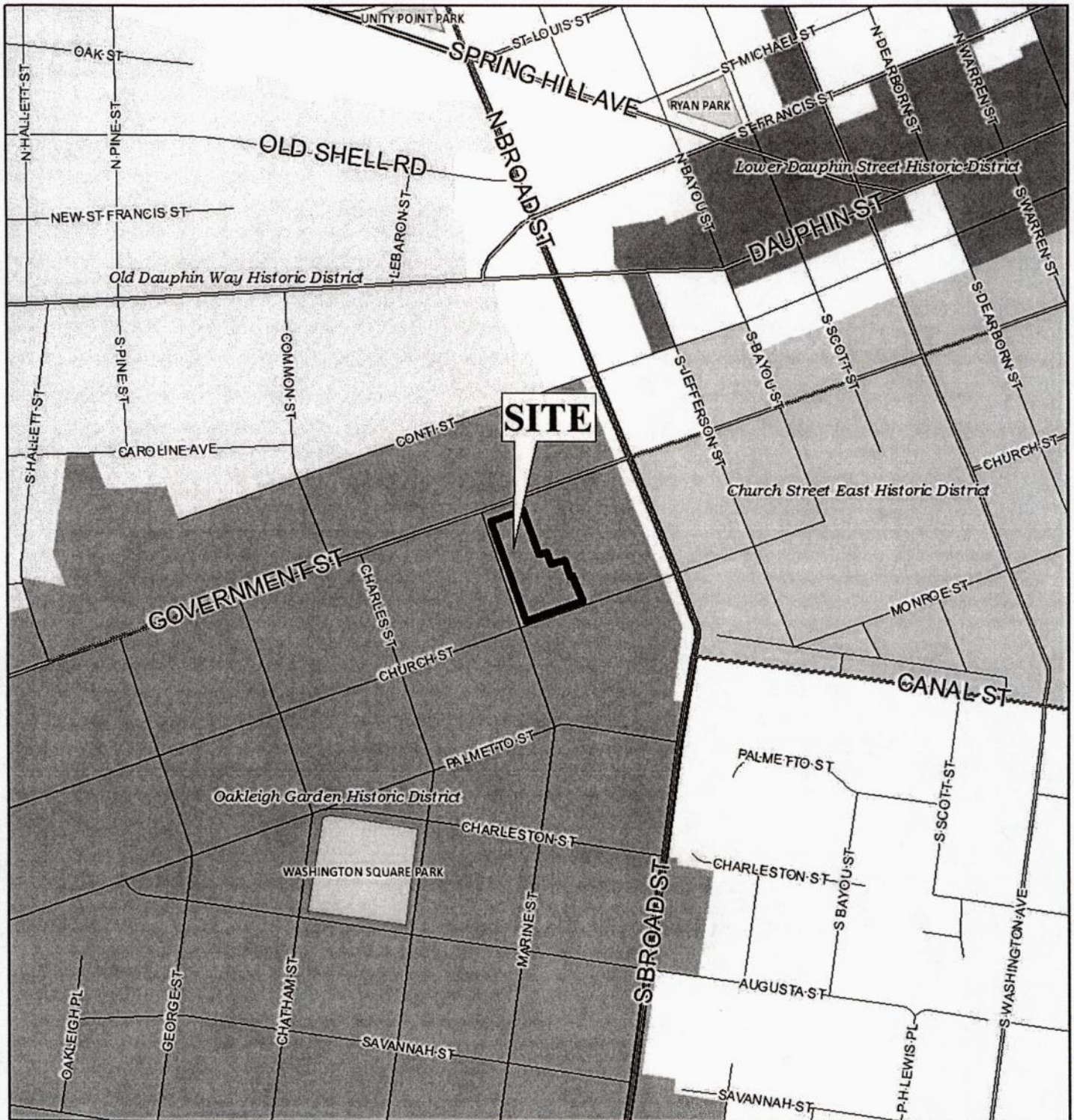
#### **Rezoning:**

Based upon the preceding, the application is recommended for Approval as an R-B, Residence-Business District, subject to the following conditions:

- 1) submission of a Subdivision application; and
- 2) full compliance with all municipal codes and ordinances.



# LOCATOR MAP



APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B





# LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B





# FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

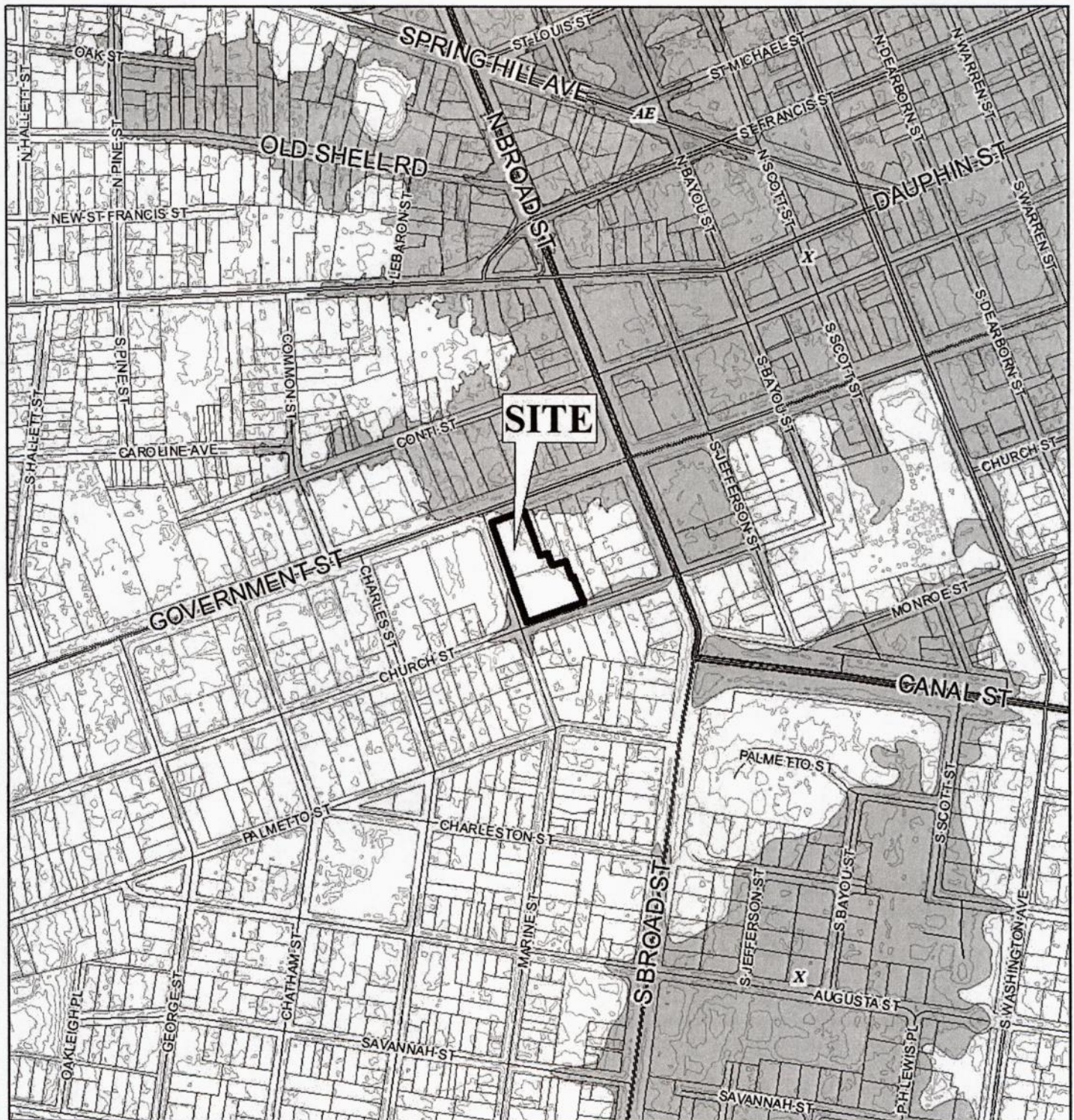
REQUEST Planned Unit Development, Rezoning from B-1 to R-B

|                           |                                   |                     |                    |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential   | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban    | Light Industry      | Water Dependent    |
| Downtown                  | Traditional Corridor              | Heavy Industry      |                    |
| District Center           | Mixed Commercial Corridor         | Institutional       |                    |





# ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE October 4, 2018

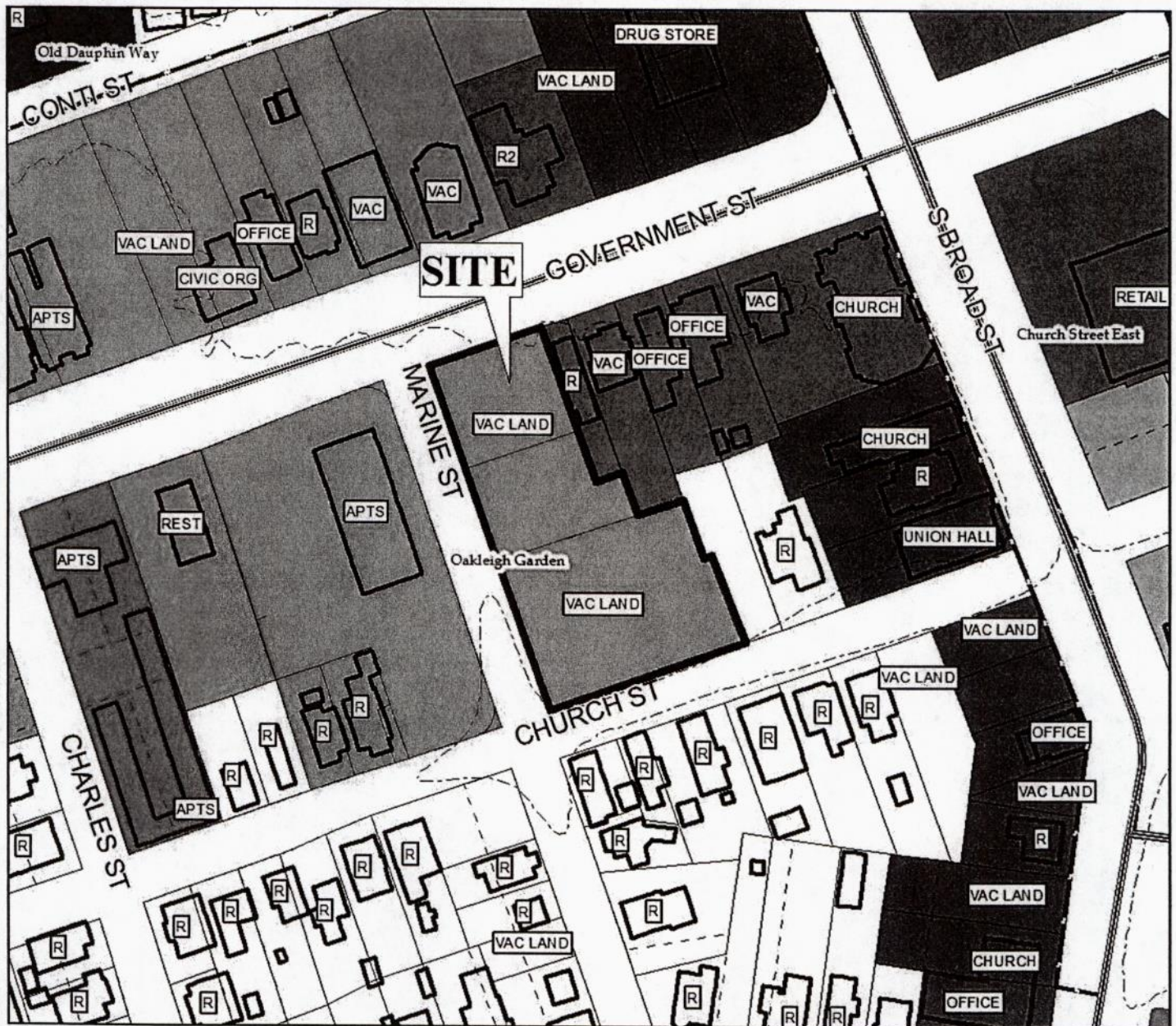
APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B





# PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous units.

APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B

|     |     |      |     |     |      |       |      |
|-----|-----|------|-----|-----|------|-------|------|
| R-A | R-3 | T-B  | B-2 | B-5 | MUN  | SD-WH | T5.1 |
| R-1 | R-B | B-1  | B-3 | I-1 | OPEN | T3    | T5.2 |
| R-2 | H-B | LB-2 | B-4 | I-2 | SD   | T4    | T6   |





# PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



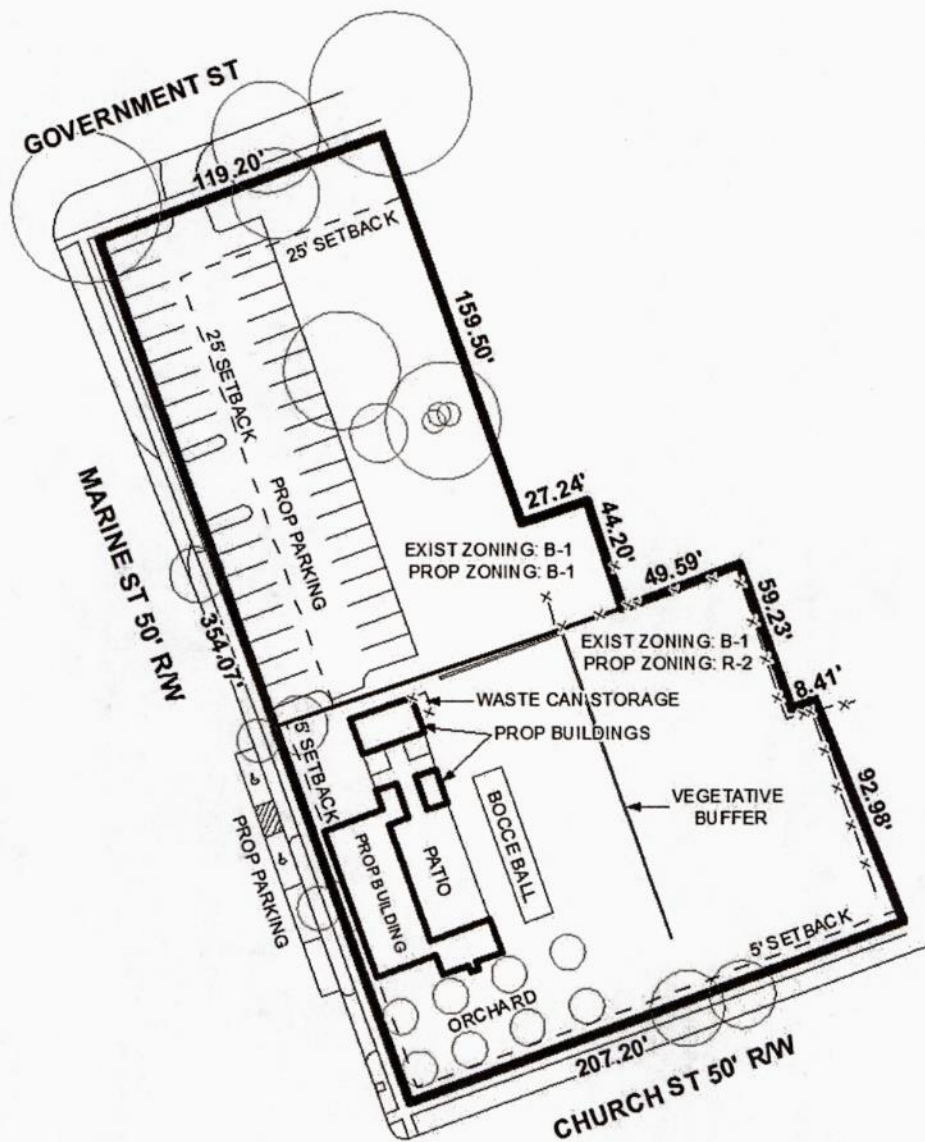
The site is surrounded by miscellaneous units.

APPLICATION NUMBER 6 DATE October 4, 2018  
APPLICANT David Shumer  
REQUEST Planned Unit Development, Rezoning from B-1 to R-B





# SITE PLAN



The site plan illustrates the setbacks, proposed buildings, and proposed parking.

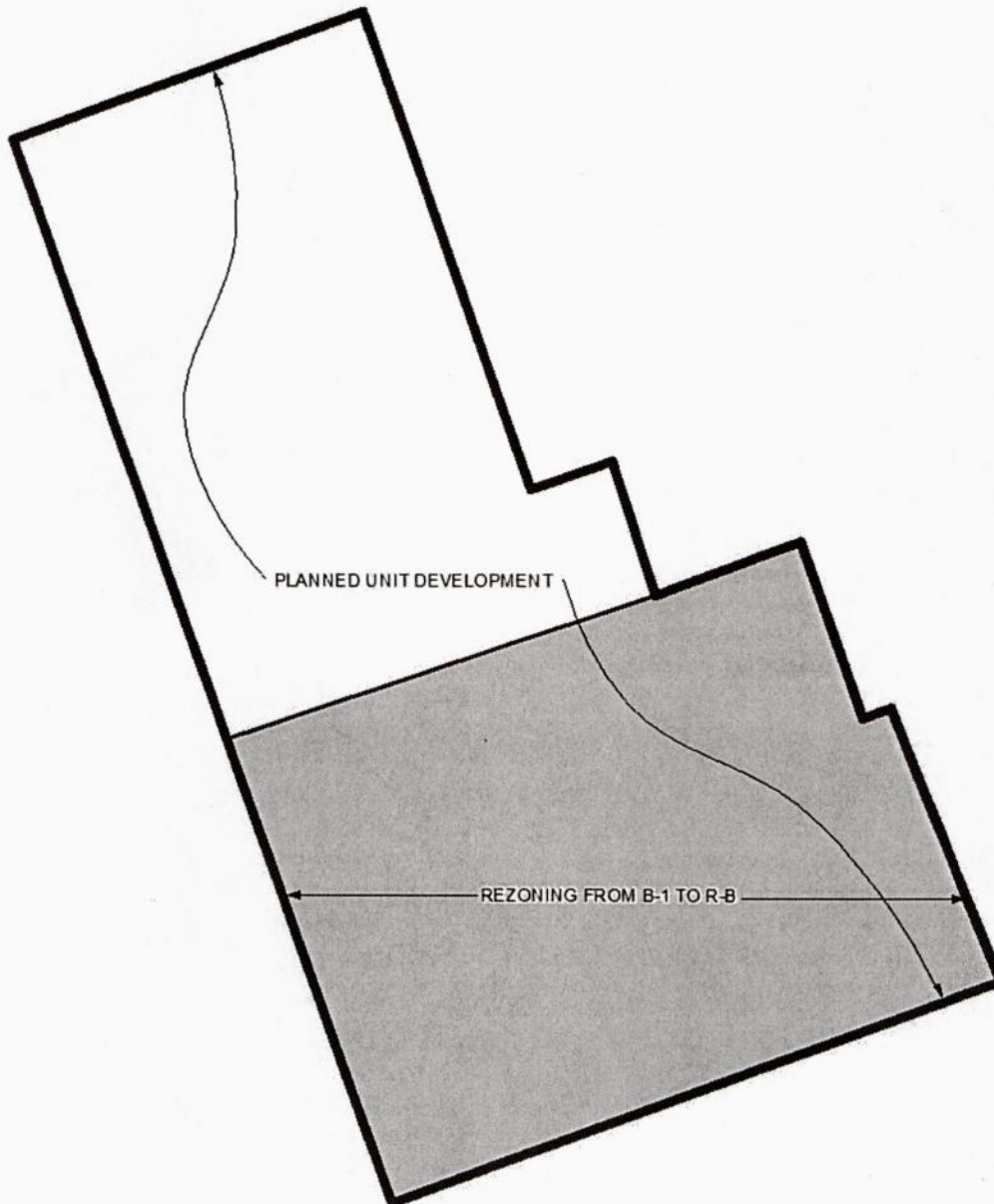
APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B



## DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B





## DETAIL SITE PLAN

# OAKLEIGH LAWN CLUB



APPLICATION NUMBER 6 DATE October 4, 2018

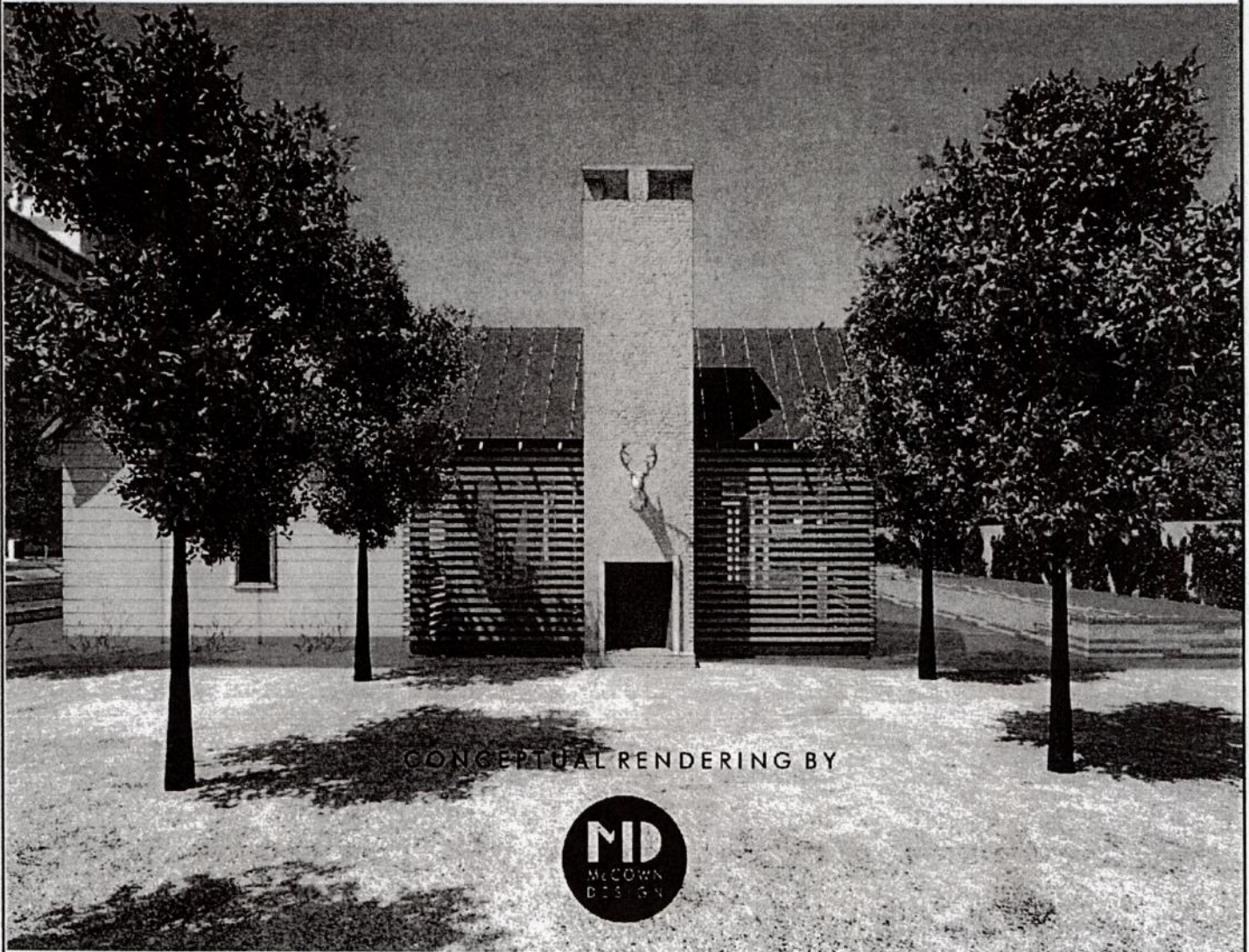
APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B





## DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE October 4, 2018

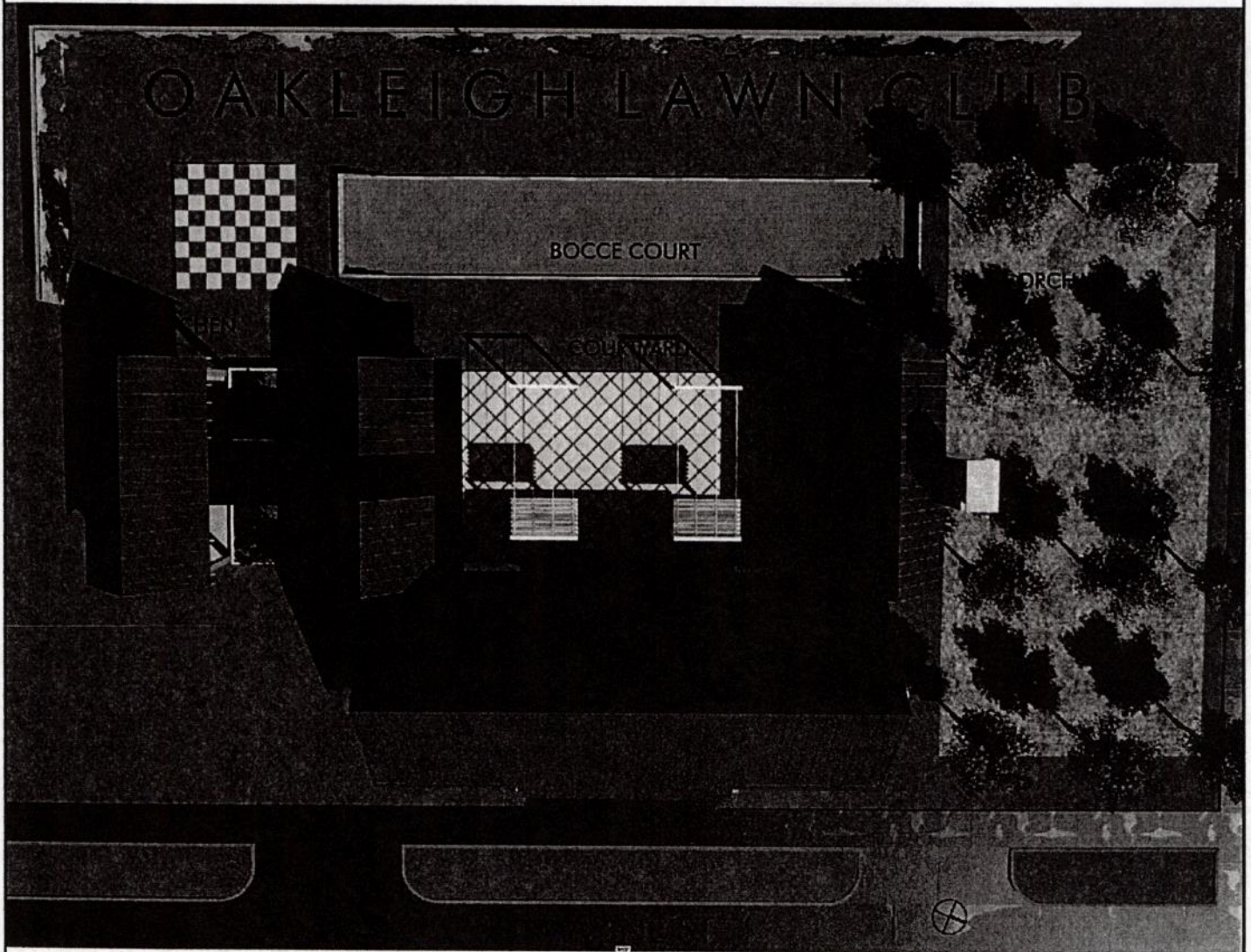
APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B





## DETAIL SITE PLAN



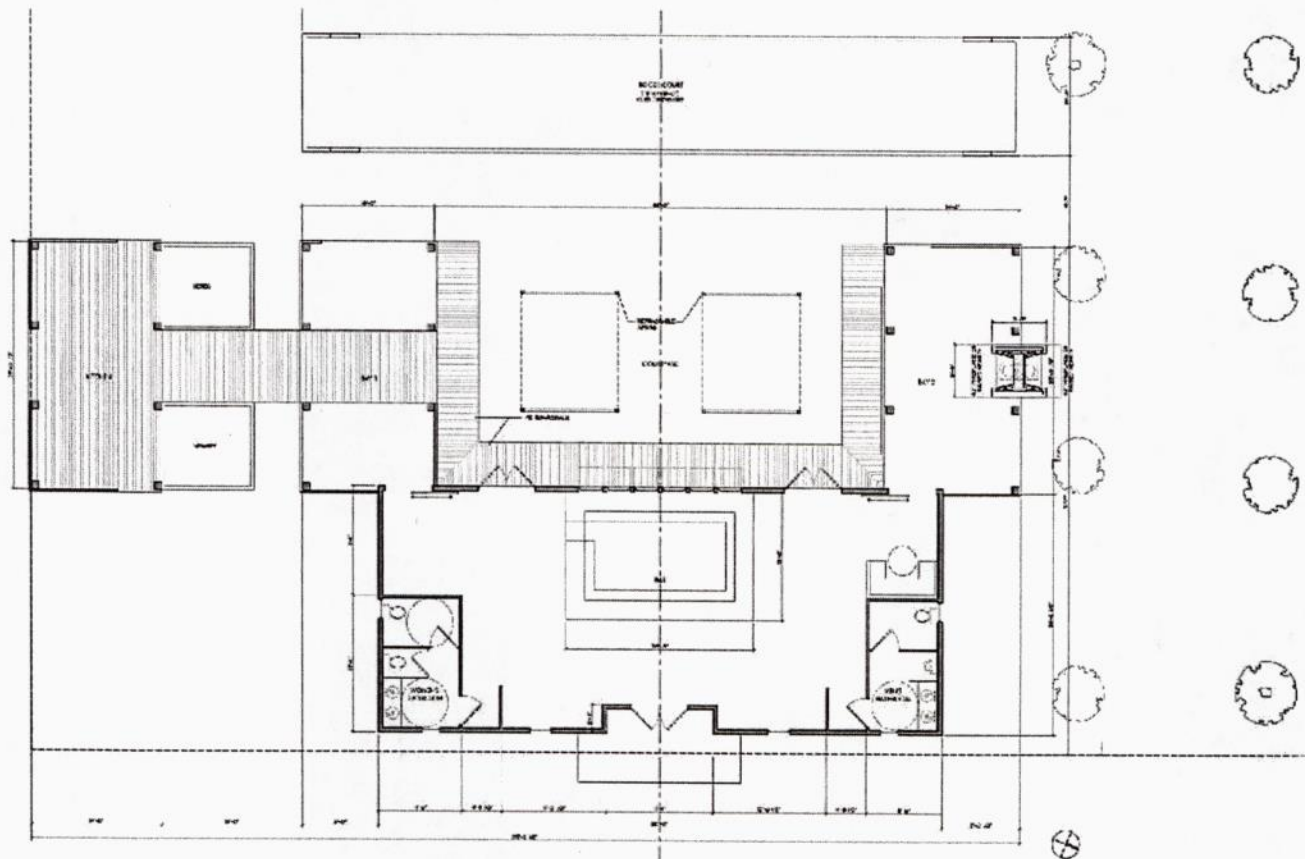
APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B



# DETAIL SITE PLAN



CONCEPTUAL RENDERING BY



APPLICATION NUMBER 6 DATE October 4, 2018

APPLICANT David Shumer

REQUEST Planned Unit Development, Rezoning from B-1 to R-B

