



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, October 23, 2018, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Rev. Derek Tucker, Union Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
Minutes of October 16, 2018
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **REPORTS OF COMMITTEES**
10. **NEW COMMITTEE ASSIGNMENTS**
11. **ADOPTION OF THE AGENDA**
12. **APPEALS**

Request of Mt. Ararat Missionary Baptist Church, 7275 Old Military Road, for a waiver of the Noise Ordinance on October 27, 2018, from 2:00 p.m. until 8:00 p.m. (District 4).

Request of Laqueena Wright, Loving Thou Neighbor as You Love Yourself, for a waiver of the Noise Ordinance at 2204 Halls Mill Road from 11:00 a.m. until 3:00 p.m. (District 3).

Request of Gary A. Nelson, Jr. for a waiver of the Noise Ordinance at Azalea Manor, 751 Dauphin Street, on November 2, 2018, from 7:00 p.m. until 11:00 p.m. (District 2).

Request of Ethel Hollins for a waiver of the Noise Ordinance at Marmotte Street at Dr. MLK Drive on October 29, 2018, from 2:00 p.m. until 10:00 p.m. (District 2).

13. PUBLIC HEARINGS

Public hearing to determine if the structure located at 1709 Griffin Street is a public nuisance and order it demolished (District 1).

Public hearing to determine if the structure at 1917 Booker Street is a public nuisance and order it demolished (District 1).

Public hearing to consider granting a Certificate of Public Convenience and Necessity to Michael Dorie, d/b/a Wild Native, Inc., to operate a boat charter service.

14. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Tom Felder, Commonwealth Bank.

Donnie Smith

Noell Black, Making Strides Against Breast Cancer Walk

Bibb Lamar, Gulfquest Funding

Patrick Wilson, Gulfquest

Richard Weavil, Gulfquest

Marietta M. Urquhart, Gulfquest

Kenyen Brown, Gulfquest

David Clark, Mobile Convention Center

Greg Reynolds, Oakleigh

15. CIP RESOLUTIONS BEING HELD OVER

21-739 Authorize contract with Harris Contracting Services, Inc., for the Medal of Honor Park Field Lighting, \$319,433.00 (2018 CIP #1074, D6) (sponsored by Councilmember Rich) (submitted by Kimberly Harden, Architectural Engineering Department).

21-740 Authorize contract with Modular Concepts, LLC, for the Sullivan and Hope Community Centers, Gymnasium Flooring Replacement, \$149,600 (2018 CIP#2017-128; D2) (sponsored by Councilmembers Richardson and Manzie) (submitted by Kimberly Harden, Architectural Engineering Department).

21-742 Authorize contract with Micor Inc. d/b/a MDS Construction for the James M. Seals Jr. Park Pavilion, \$66,950.00 (2018 CIP #2017-128) (sponsored by Councilmember Manzie) (submitted by Kimberly Harden, Architectural Engineering Department).

16. RESOLUTIONS HELD OVER

01-717 Authorize agreement with Republic Parking System to provide management services for on street parking in Downtown Mobile, \$77,976.00 (plus expenses and minus revenues) (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Don Rose, Procurement Department).

21-743 Authorize contract with Dobson Sheet Metal & Roofing, Inc., for the Arthur R. Outlaw Convention Center, South Tower, Skylight Repairs, \$8,000.00 (sponsored by Mayor Stimpson and Councilmember Manzie) (submitted by Kimberly Harden, Architectural Engineering Department).

01-744 Approve the intergovernmental agreement between the City of Mobile and Mobile County regarding 2018 Trippel Road Improvements (Amazon Sortation & Distribution Center) \$625,000.00 (City's portion) (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

01-745 Approve an Intergovernmental Agreement with the Mobile Housing Board for assistance with administration, planning, and development to be provided by the City (sponsored by Mayor Stimpson) (submitted by James Roberts, Community & Housing Development).

17. CONSENT RESOLUTIONS BEING INTRODUCED

40-746 Declare the structure at 1709 Griffin Street a public nuisance and order it demolished (District 1).

40-747 Declare the structure at 2917 Booker Street a public nuisance and order it demolished (District 1).

60-748 Determine expenditure of discretionary funds for contribution to the Regency Park Homeowners' Association serves a public purpose and approve payment (sponsored by Councilmember Rich).

03-757 Reappoint Dr. Louis C. Wilson to the Medical Clinic Board of the City of Mobile (Springhill) (sponsored by Councilmember Manzie).

46-758 Give Oak Drive the honorary name of "Dr. Clyde Maye, Jr. Way" (sponsored by Councilmember Manzie).

18. CIP RESOLUTIONS BEING INTRODUCED

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 Kimberly Harden, Architectural Engineering Department).

19. RESOLUTIONS BEING INTRODUCED

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).

20. CALL FOR PUBLIC HEARINGS

41-756 Call for public hearing to rezone property at the northeast corner of Paper Mill Road and Africatown Boulevard from B-2, R-2 and I-2 to I-2 (District 2) (Kimberly Clark Corporation, applicant).

21. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Oct. 16 minutes	Cover Memo	10/19/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/19/2018 - 12:03 PM

MUNICIPAL BUILDING, MOBILE, ALABAMA, OCTOBER 16, 2018

The Council of the City of Mobile, Alabama, met in the City Council's Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday, October 16, 2018, at 9:00 a.m.

Present:
Chairman: Manzie
Councilmembers: Richardson, Small, Williams, Daves, Rich and Gregory
Absent: None

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m. on Tuesday, October 16, 2018.

The Presiding Officer adjourned the meeting.

Approved:

COUNCIL VICE PRESIDENT

CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, OCTOBER 16, 2018

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Mobile Government Plaza on Tuesday, October 16, 2018, at 10:30 a.m., in regular meeting.

The meeting was called to order by City Clerk Lisa Lambert.

Reverend Leon Bell, St. Joseph Baptist Church, offered an invocation.

The Presiding Officer led the Pledge of Allegiance.

NOTE: Council Vice President Manzie asked everyone to remain standing for a moment of silence to reflect on the people affected by Hurricane Michael.

Present on Roll Call:

Chairman: Manzie
Councilmembers: Richardson, Small, Williams, Daves, Rich and Gregory
Absent: None

STATEMENT OF RULES BY PRESIDING OFFICER:

The Presiding Officer stated that all cell phones must be turned off and that there will be no hats, hoods, sunglasses or large bags permitted in the meeting room.

- 1) Any person desiring to address the Council must register upon entering the meeting area. When addressing the Council, the speaker must state his/her name and address.
- 2) Each speaker is allowed five minutes to address the Council. A bell will sound to indicate the end of 4 minutes. One minute is allowed for summarizing. The second bell indicates the time has expired.
- 3) To maintain decorum, there will be no undue applause and/or public outcry allowed.
- 4) When addressing the Council, there is to be no personal address to any individual Councilmember. All statements are to be made to the Chair who will recognize any Councilmember who wishes to respond.

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5) Any person desiring to speak to the Council on a non-agenda item must contact the City Clerk's Office no later than 2:00 p.m. on the Thursday prior to the Council Meeting. The subject he/she wishes to address must be identified. Any person attending the meeting who has not given proper notice to the Clerk's Office and wishes to speak on a non-agenda item will not be allowed to address the Council.

6) Those persons desiring to speak on agenda items must indicate the resolution, ordinance, appeal, or public hearing item on arrival when signing in for the meeting.

APPROVAL OF MINUTES:

The minutes of the meetings of October 9, 2018 were approved as submitted.

COMMUNICATIONS FROM THE MAYOR:

None.

ADOPTION OF THE AGENDA:

Councilmember Small moved to adopt the agenda, which move was seconded by Councilmember Gregory, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the agenda adopted.

APPEALS:

The Council considered the request of Enrique Barraza for a waiver of the Noise Ordinance at 20 Kingsway Drive on October 27, 2018, from 7:00 p.m. until 10:00 p.m. (District 5).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Richardson and Rich the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

PUBLIC HEARINGS:

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 2155 BETTER STREET IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 2155 Better Street is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 2309 BULLEN STREET IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1).

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The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 2309 Bullen Street is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 2217 DAUPHIN ISLAND PARKWAY IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 2217 Dauphin Island Parkway is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 1310 WINDSOR AVENUE IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 1310 Windsor Avenue is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 1550 HILLANDALE DRIVE IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 4).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 1550 Hillandale Drive is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL:

AGENDA ITEMS:

1. Irene Antone, 2202 Clinton Street, expressed her concerns related to Resolution 21-740.
2. Reggie Hill, 1007 Cedar Street, offered his opinion regarding Resolution 01-745.

NON-AGENDA ITEMS:

1. Toni Ann Coumanis Torrans, Penelope House, read a narrative in honor of Domestic Violence Awareness Month.
2. Drew Alison, 461 Clubhouse Drive, provided an overview of upcoming events at GulfQuest Museum.

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- 3. Janice Robinson, 2725 Josephine Street, addressed her concerns regarding speeding in her neighborhood, the condition of streets and dim street lights.
- 4. Julie Waldrop and Katia Garza, Mobile Ballet, 4351 Downtowner Loop North, thanked the Council for their support.
- 5. The following people voiced their concerns regarding working conditions for Public Works employees:
 - a. Wesley Young, 3058 Jane Street
 - b. Cossetta Blanks Jackson, 1103 Antwerp Street
 - c. Carolyn Blanks Mays, 1103 Antwerp Street

CIP RESOLUTIONS HELD OVER:

AUTHORIZE CONTRACT WITH JAMES B. DONAGHEY, INC. FOR MOORER BRANCH PUBLIC LIBRARY HVAC REPLACEMENT, \$141,630.00 (MP-127-18: 0335; 20002000-48010). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-714-2018

Sponsored by: Councilmember Gregory and Mayor 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 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: JAMES.B DONAGHEY INC

Project name: MOORER BRANCH PUBLIC LIBRARY

Project number: HVAC REPLACEMENT
MP-127-18

Amount: \$141,630.00

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH S. C. STAGNER CONTRACTING, INC. FOR HELEN WOOD PARK-PAVILION (\$51,000.00) (PR-067-17) AND BOARDWALK RECONSTRUCTION (\$121,500.00) (PR-017-18), \$172,500.00 TOTAL (2017 CIP #231). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-716-2018

Sponsored by: Councilmember Small and Mayor Stimpson

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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: S. C. Stagner Contracting, Inc.

Project name: Helen Wood Park - Pavilion (PR-067-17) & Boardwalk Reconstruction (PR-017-18)

Amount: \$172,500.00 (\$51,000.00 for Pavilion)
(\$121,500.00 for Boardwalk Reconstruction)
(2017 CIP #231)

The resolution was read by the City Clerk; whereupon Councilmember Richardson moved that the resolution be adopted, which was seconded by Councilmember Small. Following comments from Councilmember Small the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RESOLUTIONS HELD OVER:

AUTHORIZE AGREEMENT WITH REPUBLIC PARKING SYSTEM TO PROVIDE MANAGEMENT SERVICES FOR ON STREET PARKING IN DOWNTOWN MOBILE, \$77,976.00 (PLUS EXPENSES AND MINUS REVENUES). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 01-717-2018

Sponsored by: Councilmember Manzie and Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Management Services Agreement, by and between the City of Mobile and REPUBLIC PARKING SYSTEM, LLC, in the amount of approximately \$77,976 plus expenses and incentive fees, for operation and management of on street and other City-controlled parking downtown, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk; whereupon Councilmember Richardson moved that the resolution be held over for one (1) week until the regular meeting of October 22, 2018, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution held over.

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AUTHORIZE CHANGE ORDER NO. FOUR (4) TO THE CONTRACT WITH SIMPLEXGRINNELL FOR CITY OF MOBILE CRUISE TERMINAL IMPROVEMENTS-SECURITY UPGRADES, \$100,610.00 INCREASE (CT-017-16). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 13-718-2018

Sponsored by: Councilmember Manzie and Mayor 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, Change Order No. four (4) to the Contract with SimplexGrinnell, whereby the sum of 100,610.00, is added to the original contract amount. A copy of said change order is on file in the office of the City Clerk.

Project name: City of Mobile Cruise Terminal
Improvements-Security Upgrades

Project number: CT-017-16

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH TAYLOR POWER SYSTEMS, INC. FOR EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND INSPECTIONS-VARIOUS MOBILE FIRE DEPARTMENT LOCATIONS, \$25,905.00 (3-YEAR CONTRACT) (SC-042-18; 61206120-42140). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-720-2018

Sponsored by: Mayor 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 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: Taylor Power Systems, Inc.

Project name: Emergency Generator Preventative
Maintenance & Inspections
Various Mobile Fire Department Locations

Project number: SC-042-18

Amount: \$8,635.00 1st Year Cost
\$8,635.00 2nd Year Cost
\$8,635.00 3rd Year Cost

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\$25,905.00 3 Year Contract

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH DIVERSIFIED MAINTENANCE RWS, LLC FOR JANITORIAL CLEANING SERVICES-GULFQUEST MARITIME MUSEUM, \$58,276.00 (SC-041-18; 10044020-41240). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-721-2018

Sponsored by: Councilmember Manzie and Mayor 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 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: Diversified Maintenance RWS, LLC

Project name: Janitorial Cleaning Services
GulfQuest Maritime Museum

Project number: SC-041-18

Amount: \$58,276.00

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory.

Councilmember Manzie then moved to hold the resolution over for one (1) week until the regular meeting of Tuesday, October 23, 2018, which move was seconded by Councilmember Small. Following comments from each Councilmember the vote was as follows:

Ayes: Richardson, Manzie, Small and Rich
Nays: Williams, Daves and Gregory

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution to hold the resolution over for one week denied.

Councilmember Daves moved to amend the original motion by acknowledging that the item is not consistent with the existing contract between the City and GulfQuest and that this contract replaces any inconsistent provisions, which move was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves and Gregory
Nays: None
Abstained: Rich

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The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the amendment adopted.

The Presiding Officer then called for the vote on the original motion as amended and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves and Gregory

Nays: None

Abstained: Rich

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted as amended.

AUTHORIZE THE MAYOR TO APPLY, ACCEPT AND RECEIVE FUNDING FROM THE U. S. DEPARTMENT OF JUSTICE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES (OCDEF) PROGRAM, \$4,000.00 (NO LOCAL MATCH). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 31-722-2018

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, a Notice of Award and Memorandum of Agreement for grant assistance in the approximate amount of \$4,000.00 for the Organized Crime Drug Enforcement Task Forces (OCDEF) Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice and any other federal agency.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE THE MAYOR TO APPLY, ACCEPT AND RECEIVE FUNDING FROM THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THREE MILE CREEK: SECTION 6 NORTH PROJECT, THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT), \$555,092.00 (\$138,773.00 LOCAL MATCH). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 31-723-2018

Sponsored by: Mayor 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 grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP) for Three Mile Creek: Section 6 North Project. The City of

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Mobile will contribute \$138,773.00. A copy of said executed agreement will remain on file in the office of the City Clerk.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Richardson moved for the suspension of the rules to consider Consent Resolutions 03-728 to 60-737 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED:

CONCUR IN THE REAPPOINTMENT OF CARVINE L. ADAMS TO THE MOBILE COUNTY DEPARTMENT OF HUMAN RESOURCES BOARD. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 03-728-2018

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the re-appointment of Carvine L. Adams to the Mobile County Department of Human Resources Board for a term beginning October 1, 2018 and ending September 30, 2024.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RE-APPOINT BESS RICH TO THE MOBILE PLANNING COMMISSION. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 03-729-2018

Sponsored by: Councilmember Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Bess Rich is re-appointed to the Mobile Planning Commission effective October 31, 2018 for a term ending October 31, 2021.

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The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 2155 BETTER STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-730-2018

Sponsored by: Councilmember Richardson

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 2155 Better 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. 4 and 7, 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 2155 Better Street as:

LOT 20 BLK 3 1ST ADD TO TOULMINVILLE HGTS DBK 132 P 36 #SEC 44 T4S RIW #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 105

Last assessed to: CUNNINGHAM IRMA LEE BROWN

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

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DECLARE THE STRUCTURE AT 2309 BULLEN STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-731-2018

Sponsored by: Councilmember Richardson

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 2309 Bullen 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. 6, 7, 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 2309 Bullen Street as:

LOT 5 BLK 3 SUMIVIERVILLE PL MBK 3 P 632 #SEC 42 T4S RIW #MP29 07 42 0 002

Parcel number: 29 07 42 0 002 149

Last assessed to: PACE MORTGAGE INVESTMENT CO. INC:

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 2217 DAUPHIN ISLAND PARKWAY A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-732-2018

Sponsored by: Councilmember Small

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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 2217 Dauphin Island Parkway 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. 4, 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 2217 Dauphin Island Parkway as:

BEG AT NW COR OF LOT 3 BLK E EDGEWOOD PARK SUB MBK 5 PG 69 TH NELY 185.2 FT: TH S 47.45 FT: TH SWLY 169.2 FT TO E/L OF DAUPHIN ISLAND PKWY TH NLV ALONG SD E/L 50 FT TO ROB

Parcel number: 32 04 35 0 002 014

Last assessed to: RAINEY MARK REYNOLDS, SR.

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 1310 WINDSOR AVENUE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-733-2018

Sponsored by: Councilmember Small

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 1310 Windsor Avenue 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

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the structure is dangerous and unsafe to the extent that it is a public nuisance: Nuisance Abatement Inspection Checklist/Exhibit A - No. 6 and 7 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 1310 Windsor Avenue as:

LOT 28 BLK 3 BROOKLEY HGTS FIRST SECTOR MBK 3 P 677-68 #SEC 37 T5S RIW #MP32 02 37 0 001

Parcel number: 33 0111 3 002 083

Last assessed to: KING RODERICK

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 1550 HILLANDALE DRIVE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 4). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-734-2018

Sponsored by: Councilmember Williams

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 1550 Hillandale Drive 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. 4, 6, 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 1550 Hillandale Drive as:

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LOT 30 BLK B 3RD ADD TO CRESTVIEW MBK 10 P 194 #SEC 11T4S R2W #IVIP33
01113 002

Parcel number: 33 01113 002 083

Last assessed to: LITTLE ASHLEY FRENCH

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE WEEDS NOXIOUS, GROUP 1584. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-735-2018

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 #1584 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

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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 20th day of November, 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.

WEED LIEN					
GROUP 1584					Res. No.
10/16/2018	LOTS TO BE DECLARED				58-
11/20/2018	LOTS FOR PUBLIC HEARING				58-
//2018	LOTS TO BE ASSESSED FOR COST				58-
No.	Address	SRO No.	Amount Assessed	Dis	N/A
1	1313 Lola St	891245		2	
2	608 Good Pay St	891246		2	
3	610 Good Pay St	891247		2	
4	2954 Pages Lane	891248		1	
5	2956 Pages Lane	891255		1	
6	1904 Seale St	891256		1	
7	2419 Cone St	891257		1	
8	1368 Persimmon St	891259		2	
9	2065 Kentwood Lane	891344		3	
10	1814 Idell St	891349		1	
11	5050 Washington Blvd	891350		4	
12	704 Pillians St	891357		3	
13	1258 Seneca St	891360		3	
14	2063 Kentwood Lane	894518		3	
15	1406 Persimmon St	894519		2	
16	1404 Persimmon St	894520		2	
17	1308 Hercules St	894522		2	
18	2 Hathway Rd	894523		7	
19	5590 Old Pascagoula Rd	894524		4	
20	2217 Hoppin St	894525		3	
21	2457 Dauphin Island Pkwy	894526		3	
22	2201 Weaver Rd	894528		3	
District total for this group		Total	5	-	
		Numbers of lots cut			
1	5		1		
2	7		2		
3	7		3		
4	2		4		
5	0		5		
6	0		6		
7	1		7		
	22			0	
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ASSESS COST FOR REMOVAL OF WEEDS, WEED LIEN GROUP #1580. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-736-2018

A RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OR OF ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA

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WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as Weed Lien Group 1580 shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

WEED LIEN					
GROUP 1580					Res. No.
6/5/2018	LOTS TO BE DECLARED				58-358
7/10/2018	LOTS FOR PUBLIC HEARING				58-478
10/16/2018	LOTS TO BE ASSESSED FOR COST				58-
No.	Address	SRO No.	Amount Assessed	Dis	N/A
1	602 South Carolina St	870068	\$ 118.41	3	
2	1310 Brussels St	870069	\$ 203.10	3	
3	1357 Amsterdam Ct	870070	\$ 116.63	3	
4	856 W Victory Dr	870072	\$ 215.54	3	
5	604 Plum St	870075	\$ -	2	CBO
6	608 Plum St	870076	\$ -	2	CBO
7	610 Plum St	870077	\$ -	2	CBO
8	209 Lexington Ave	870078	\$ -	2	CBO
9	1101 Bay Ave	871061	\$ 167.95	3	
10	1164 Hercules St	871062	\$ -	2	CBO
11	624 Patton Ave	871063	\$ -	2	CBO
12	1953 Antoine St	871065	\$ 175.44	2	
13	2412 Boyette St	871066	\$ -	1	
14	813 Washington Ave	871067	\$ -	3	CBO
15	1104 Gayle St	871068	\$ 166.35	3	
16	2208 Homewood St	871946	\$ -	1	CBO
17	2980 Springhill Ave	871947	\$ 338.11	1	
18	1609 Decatur St	871948	\$ -	7	CBO
19	5921 Theles Dr	871949	\$ 336.13	6	
20	2209 Largo Ave	871950	\$ -	6	CBO
21	2213 Largo Ave	871951	\$ -	6	CBO
22	813 Chin St	872567	\$ -	2	CBO
Total			\$ 1,837.66		
District total for this group		Numbers of lots cut			
1	3	1	1		
2	8	2	1		
3	7	3	6		
4	0	4	0		
5	0	5	0		
6	3	6	1		
7	1	7	0		
	22		9		
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

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Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE AWARD OF SPECIAL BONUS TO THE OFFICER OF THE MONTH AS PART OF THE MAYOR'S INCENTIVE PROGRAM, JACOB ALLEN, \$500.00. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-737-2018

Sponsored by: Mayor 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.

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.

"Exhibit A"
Officer of the Month

Last Name	First Name	Award	Month
Allen	Jacob	Officer of the Month	September 2018

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CIP RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Richardson moved for the suspension of the rules to consider CIP Resolutions 13-738 and 21-741 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CIP RESOLUTIONS BEING INTRODUCED:

AUTHORIZE CHANGE ORDER NO. 2 TO THE CONTRACT WITH S. C. STAGNER CONTRACTING, INC. FOR LADD-PEEBLES STADIUM STRUCTURAL REPAIRS, PHASE I, TO ADD \$28,923.00 TO THE ORIGINAL CONTRACT AMOUNT (2018 CIP ID #1007 CITY WIDE). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 13-738-2018

Sponsored by: Councilmember Manzie and Mayor Stimpson

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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, Change Order No. two (2) to the Contract with S. C. Stagner Contracting, Inc., whereby the sum of \$28,923.00 is added to the original contract amount. A copy of said change order is on file in the office of the City Clerk.

Project name: Ladd-Peebles Stadium
Structural Repairs-Phase I

Project number: PR-216-17

Project budget number: C0250 (2018 CIP ID#1007 City Wide)

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH HARRIS CONTRACTING SERVICES, INC. FOR THE MEDAL OF HONOR PARK FIELD LIGHTING, \$319,433.00 (2018 CIP #1074, D6). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-739-2018

Sponsored by: Councilmember Rich

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: Harris Contracting Services, Inc.

Project name: Medal of Honor Park - Field Lighting

Project number: PR-036-18

Amount: \$319,433.00 (2018 CIP #1047, D6)

AUTHORIZE CONTRACT WITH MODULAR CONCEPTS, LLC FOR THE SULLIVAN AND HOPE COMMUNITY CENTERS, GYMNASIUM FLOORING REPLACEMENT, \$149,600 (2018 CIP #2017-128; D2). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-740-2018

Sponsored by: Councilmembers Richardson and 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

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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: Modular Concepts, LLC

Project name: Sullivan Community Center & Hope Community Center
Gymnasium Flooring Replacement

Project number: PR-021-18

Amount: \$149,600.00 (2018 CIP #2017-128, D1 and D2)

AUTHORIZE CONTRACT WITH LIEB ENGINEERING COMPANY, LLC FOR JOE BAILEY PARK-TENNIS COURTS AND WALKING TRAIL DRAINAGE IMPROVEMENTS-CIVIL ENGINEERING, \$16,900.00 (2018 CIP #1038, D5). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 21-741-2018

Sponsored by: Councilmember Daves

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: Lieb Engineering Company. LLC

Project name: Joe Bailey Park - Tennis Courts and Walking Trail
Drainage Improvements - Civil Engineering

Project number: PR-022-18

Amount: \$16,900.00 (2018 CIP#1038, D5)

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH MICOR INC. D/B/A MDS CONSTRUCTION FOR THE JAMES M. SEALS, JR. PARK PAVILION, \$66,950.00 (2018 CIP #2017-128). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-742-2018

Sponsored by: Councilmember 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.

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Name of company: Micor Inc. dba MDS Construction
Project name: James M. Seals Jr. Park - Pavilion
Project number: PR-063-18
Amount: \$66,950.00 (2018 CIP #2017-128)

RESOLUTIONS BEING INTRODUCED:

AUTHORIZE CONTRACT WITH DOBSON SHEET METAL & ROOFING, INC. FOR THE ARTHUR R. OUTLAW CONVENTION CENTER, SOUTH TOWER, SKYLIGHT REPAIRS, \$8,000.00. The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-743-2018
Sponsored by: Councilmember Manzie and Mayor 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 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: Dobson Sheet Metal & Roofing, Inc.
Project name: Arthur R. Outlaw Convention Center - South Tower Skylight Repairs
Project number: CN-082-18
Amount: \$8,000.00

APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE AND MOBILE COUNTY REGARDING 2018 TRIPPEL ROAD IMPROVEMENTS (AMAZON SORTATION & DISTRIBUTION CENTER) \$625,000.00 (CITY'S PORTION). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 01-744-2018
Sponsored by: Mayor Stimpson

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND MOBILE COUNTY, ALABAMA REGARDING 2018 TRIPPEL ROAD IMPROVEMENTS

WHEREAS, the County of Mobile, Alabama (the "County") recently administered and will soon complete the construction of certain access road improvements located near Exit 13 off Interstate 10 in an unincorporated part of the County (the "Road Improvements"), which shall be dedicated for public use upon approval and acceptance by the County ; and

WHEREAS, the Road Improvements were required to accommodate additional traffic, truck turning movements, and the reduction of traffic-congesting left turns onto Theodore Dawes Road resulting from activity at a commercial park comprising approximately 158 acres and known as the Port City Commerce Park (the "Park") related to the development of the Amazon Sortation and Distribution Center; and

MINUTES OF OCTOBER 16, 2018

WHEREAS, the total cost to construct the Road Improvements is expected to be approximately \$1,500,000; and

WHEREAS, The City of Mobile, Alabama (the "City") anticipated significant economic benefits to accrue to the City's economy as a result of the continued commercial activity at the Park and as a direct result of the development of the Amazon Sortation and Distribution Center, including increased tax revenues and the creation of new jobs for residents of the City; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and the general public, the City has committed to contribute Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) to the County to assist the County with the total cost of the Road Improvements, and the County desires to accept such contribution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

The Mayor of the City of Mobile is hereby authorized and directed to execute, acknowledge and deliver that certain Intergovernmental Agreement between the City and the County regarding the 2018 Trippel Road Improvements, in substantially the form and of substantially the content as presented to and considered by the City, with such changes or additions thereto or deletions therefrom as the office of the City executing the Intergovernmental Agreement shall approve.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the ____ day of October, 2018.

APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE MOBILE HOUSING BOARD FOR ASSISTANCE WITH ADMINISTRATION, PLANNING AND DEVELOPMENT TO BE PROVIDED BY THE CITY. The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 01-745-2018

Sponsored by: 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, an intergovernmental agreement between the City of Mobile and the Mobile Housing Board for the City to provide assistance with administration, planning and development, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

ANNOUNCEMENTS:

Councilmember Small reported on several community action group meetings he attended last week.

Councilmember Small invited the public to attend the first of a series of Chit Chat Townhall Luncheons he will host with Representative Barbara Drummond. The event will take place Thursday, October 18, 2018, 11:30 a.m. to 1:30 p.m., at the Mardi Gras Museum.

Councilmember Daves stated a district five community meeting will be held on Tuesday, October 23, 2018, at 6:00 p.m., at Westminster Presbyterian Church.

Councilmember Gregory mentioned she attend the Cobblestone Block Party this past weekend.

Councilmember Gregory announced the district seven Christmas party will be held December 10, 2018 at the Mobile Museum of Art.

MINUTES OF OCTOBER 16, 2018

Councilmember Richardson provided information on several new restaurants opening in district one.

Councilmember Richardson announced that a meeting to discuss park amenities will be held on Thursday, October 25, 2018, at 6:00 p.m., at Booker T. Washington Elementary School.

Councilmember Rich stated that the Public Services committee will meet on Monday, October 22, 2018 at 1:00 p.m. The purpose of the meeting is to discuss utility poles in City rights-of-way, booting of vehicles in private parking lots and the proposed parking agreement between the City and Republic Parking System.

Councilmember Rich said the Quilt of Valor presentation will take place at the Council's November 6, 2018 meeting.

Councilmember Rich invited the public to attend the Connie Hudson Senior Center's 10th anniversary celebration on November 8, 2018.

Councilmember Rich announced a district six community meeting will be held on November 29, 2018, at 6:30 p.m., at the Connie Hudson Senior Center.

Councilmember Manzie noted dates for several district two community meetings that will be held.

Council Vice President Manzie stated the following:

"Our attorney has proposed a course of action on matters the decision of which may lead to litigation. As required by the Alabama Open Meetings Act our attorney has provided a declaration that an executive session is appropriate for such purpose."

"Madam City Clerk do you have a copy of said declaration?"

City Clerk Lisa C. Lambert responded:

"Yes."

Council Vice President moved to convene into executive session for a period of 45 minutes and to reconvene the regular meeting in the auditorium, which move was seconded by Councilmember Small and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the convened into executive session at approximately 12:32 p.m.

At approximately 1:29 p.m. City Clerk Lisa C. Lambert reconvened the regular meeting.

Councilmember Daves moved to adjourn the meeting, which was seconded by Councilmember Gregory, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 1:30 p.m.

Approved:

MINUTES OF OCTOBER 16, 2018

COUNCIL VICE PRESIDENT

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of: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

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/18/2018 -
9:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Oct. 16 minutes	Cover Memo	10/19/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/19/2018 - 12:04 PM

MUNICIPAL BUILDING, MOBILE, ALABAMA, OCTOBER 16, 2018

The Council of the City of Mobile, Alabama, met in the City Council's Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday, October 16, 2018, at 9:00 a.m.

Present:
Chairman: Manzie
Councilmembers: Richardson, Small, Williams, Daves, Rich and Gregory
Absent: None

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m. on Tuesday, October 16, 2018.

The Presiding Officer adjourned the meeting.

Approved:

COUNCIL VICE PRESIDENT

CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, OCTOBER 16, 2018

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Mobile Government Plaza on Tuesday, October 16, 2018, at 10:30 a.m., in regular meeting.

The meeting was called to order by City Clerk Lisa Lambert.

Reverend Leon Bell, St. Joseph Baptist Church, offered an invocation.

The Presiding Officer led the Pledge of Allegiance.

NOTE: Council Vice President Manzie asked everyone to remain standing for a moment of silence to reflect on the people affected by Hurricane Michael.

Present on Roll Call:

Chairman: Manzie
Councilmembers: Richardson, Small, Williams, Daves, Rich and Gregory
Absent: None

STATEMENT OF RULES BY PRESIDING OFFICER:

The Presiding Officer stated that all cell phones must be turned off and that there will be no hats, hoods, sunglasses or large bags permitted in the meeting room.

- 1) Any person desiring to address the Council must register upon entering the meeting area. When addressing the Council, the speaker must state his/her name and address.
- 2) Each speaker is allowed five minutes to address the Council. A bell will sound to indicate the end of 4 minutes. One minute is allowed for summarizing. The second bell indicates the time has expired.
- 3) To maintain decorum, there will be no undue applause and/or public outcry allowed.
- 4) When addressing the Council, there is to be no personal address to any individual Councilmember. All statements are to be made to the Chair who will recognize any Councilmember who wishes to respond.

MINUTES OF OCTOBER 16, 2018

5) Any person desiring to speak to the Council on a non-agenda item must contact the City Clerk's Office no later than 2:00 p.m. on the Thursday prior to the Council Meeting. The subject he/she wishes to address must be identified. Any person attending the meeting who has not given proper notice to the Clerk's Office and wishes to speak on a non-agenda item will not be allowed to address the Council.

6) Those persons desiring to speak on agenda items must indicate the resolution, ordinance, appeal, or public hearing item on arrival when signing in for the meeting.

APPROVAL OF MINUTES:

The minutes of the meetings of October 9, 2018 were approved as submitted.

COMMUNICATIONS FROM THE MAYOR:

None.

ADOPTION OF THE AGENDA:

Councilmember Small moved to adopt the agenda, which move was seconded by Councilmember Gregory, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the agenda adopted.

APPEALS:

The Council considered the request of Enrique Barraza for a waiver of the Noise Ordinance at 20 Kingsway Drive on October 27, 2018, from 7:00 p.m. until 10:00 p.m. (District 5).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Richardson and Rich the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

PUBLIC HEARINGS:

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 2155 BETTER STREET IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 2155 Better Street is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 2309 BULLEN STREET IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1).

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The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 2309 Bullen Street is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 2217 DAUPHIN ISLAND PARKWAY IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 2217 Dauphin Island Parkway is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 1310 WINDSOR AVENUE IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 1310 Windsor Avenue is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PUBLIC HEARING TO DETERMINE IF THE STRUCTURE AT 1550 HILLANDALE DRIVE IS A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 4).

The Presiding Officer announced that today was the day for the public hearing to determine if the structure at 1550 Hillandale Drive is a public nuisance and order it demolished and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced at a later date.

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL:

AGENDA ITEMS:

1. Irene Antone, 2202 Clinton Street, expressed her concerns related to Resolution 21-740.
2. Reggie Hill, 1007 Cedar Street, offered his opinion regarding Resolution 01-745.

NON-AGENDA ITEMS:

1. Toni Ann Coumanis Torrans, Penelope House, read a narrative in honor of Domestic Violence Awareness Month.
2. Drew Alison, 461 Clubhouse Drive, provided an overview of upcoming events at GulfQuest Museum.

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- 3. Janice Robinson, 2725 Josephine Street, addressed her concerns regarding speeding in her neighborhood, the condition of streets and dim street lights.
- 4. Julie Waldrop and Katia Garza, Mobile Ballet, 4351 Downtowner Loop North, thanked the Council for their support.
- 5. The following people voiced their concerns regarding working conditions for Public Works employees:
 - a. Wesley Young, 3058 Jane Street
 - b. Cossetta Blanks Jackson, 1103 Antwerp Street
 - c. Carolyn Blanks Mays, 1103 Antwerp Street

CIP RESOLUTIONS HELD OVER:

AUTHORIZE CONTRACT WITH JAMES B. DONAGHEY, INC. FOR MOORER BRANCH PUBLIC LIBRARY HVAC REPLACEMENT, \$141,630.00 (MP-127-18: 0335; 20002000-48010). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-714-2018

Sponsored by: Councilmember Gregory and Mayor 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 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: JAMES.B DONAGHEY INC

Project name: MOORER BRANCH PUBLIC LIBRARY

Project number: HVAC REPLACEMENT
MP-127-18

Amount: \$141,630.00

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Richardson and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH S. C. STAGNER CONTRACTING, INC. FOR HELEN WOOD PARK-PAVILION (\$51,000.00) (PR-067-17) AND BOARDWALK RECONSTRUCTION (\$121,500.00) (PR-017-18), \$172,500.00 TOTAL (2017 CIP #231). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-716-2018

Sponsored by: Councilmember Small and Mayor Stimpson

MINUTES OF OCTOBER 16, 2018

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: S. C. Stagner Contracting, Inc.

Project name: Helen Wood Park - Pavilion (PR-067-17) & Boardwalk Reconstruction (PR-017-18)

Amount: \$172,500.00 (\$51,000.00 for Pavilion)
(\$121,500.00 for Boardwalk Reconstruction)
(2017 CIP #231)

The resolution was read by the City Clerk; whereupon Councilmember Richardson moved that the resolution be adopted, which was seconded by Councilmember Small. Following comments from Councilmember Small the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RESOLUTIONS HELD OVER:

AUTHORIZE AGREEMENT WITH REPUBLIC PARKING SYSTEM TO PROVIDE MANAGEMENT SERVICES FOR ON STREET PARKING IN DOWNTOWN MOBILE, \$77,976.00 (PLUS EXPENSES AND MINUS REVENUES). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 01-717-2018

Sponsored by: Councilmember Manzie and Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Management Services Agreement, by and between the City of Mobile and REPUBLIC PARKING SYSTEM, LLC, in the amount of approximately \$77,976 plus expenses and incentive fees, for operation and management of on street and other City-controlled parking downtown, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk; whereupon Councilmember Richardson moved that the resolution be held over for one (1) week until the regular meeting of October 22, 2018, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution held over.

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AUTHORIZE CHANGE ORDER NO. FOUR (4) TO THE CONTRACT WITH SIMPLEXGRINNELL FOR CITY OF MOBILE CRUISE TERMINAL IMPROVEMENTS-SECURITY UPGRADES, \$100,610.00 INCREASE (CT-017-16). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 13-718-2018

Sponsored by: Councilmember Manzie and Mayor 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, Change Order No. four (4) to the Contract with SimplexGrinnell, whereby the sum of 100,610.00, is added to the original contract amount. A copy of said change order is on file in the office of the City Clerk.

Project name: City of Mobile Cruise Terminal
Improvements-Security Upgrades

Project number: CT-017-16

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH TAYLOR POWER SYSTEMS, INC. FOR EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND INSPECTIONS-VARIOUS MOBILE FIRE DEPARTMENT LOCATIONS, \$25,905.00 (3-YEAR CONTRACT) (SC-042-18; 61206120-42140). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-720-2018

Sponsored by: Mayor 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 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: Taylor Power Systems, Inc.

Project name: Emergency Generator Preventative
Maintenance & Inspections
Various Mobile Fire Department Locations

Project number: SC-042-18

Amount: \$8,635.00 1st Year Cost
\$8,635.00 2nd Year Cost
\$8,635.00 3rd Year Cost

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\$25,905.00 3 Year Contract

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH DIVERSIFIED MAINTENANCE RWS, LLC FOR JANITORIAL CLEANING SERVICES-GULFQUEST MARITIME MUSEUM, \$58,276.00 (SC-041-18; 10044020-41240). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 21-721-2018

Sponsored by: Councilmember Manzie and Mayor 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 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: Diversified Maintenance RWS, LLC

Project name: Janitorial Cleaning Services
GulfQuest Maritime Museum

Project number: SC-041-18

Amount: \$58,276.00

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory.

Councilmember Manzie then moved to hold the resolution over for one (1) week until the regular meeting of Tuesday, October 23, 2018, which move was seconded by Councilmember Small. Following comments from each Councilmember the vote was as follows:

Ayes: Richardson, Manzie, Small and Rich
Nays: Williams, Daves and Gregory

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution to hold the resolution over for one week denied.

Councilmember Daves moved to amend the original motion by acknowledging that the item is not consistent with the existing contract between the City and GulfQuest and that this contract replaces any inconsistent provisions, which move was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves and Gregory
Nays: None
Abstained: Rich

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The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the amendment adopted.

The Presiding Officer then called for the vote on the original motion as amended and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves and Gregory

Nays: None

Abstained: Rich

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted as amended.

AUTHORIZE THE MAYOR TO APPLY, ACCEPT AND RECEIVE FUNDING FROM THE U. S. DEPARTMENT OF JUSTICE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES (OCDEF) PROGRAM, \$4,000.00 (NO LOCAL MATCH). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 31-722-2018

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice, a Notice of Award and Memorandum of Agreement for grant assistance in the approximate amount of \$4,000.00 for the Organized Crime Drug Enforcement Task Forces (OCDEF) Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice and any other federal agency.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE THE MAYOR TO APPLY, ACCEPT AND RECEIVE FUNDING FROM THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THREE MILE CREEK: SECTION 6 NORTH PROJECT, THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT), \$555,092.00 (\$138,773.00 LOCAL MATCH). The following resolution, which was introduced and read at the regular meeting of Tuesday, October 9, 2018 and held over for one (1) week until the regular meeting of October 16, 2018, was called up by the Presiding Officer.

RESOLUTION: 31-723-2018

Sponsored by: Mayor 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 grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP) for Three Mile Creek: Section 6 North Project. The City of

MINUTES OF OCTOBER 16, 2018

Mobile will contribute \$138,773.00. A copy of said executed agreement will remain on file in the office of the City Clerk.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Richardson moved for the suspension of the rules to consider Consent Resolutions 03-728 ĩ 60-737 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED:

CONCUR IN THE REAPPOINTMENT OF CARVINE L. ADAMS TO THE MOBILE COUNTY DEPARTMENT OF HUMAN RESOURCES BOARD. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 03-728-2018

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the re-appointment of Carvine L. Adams to the Mobile County Department of Human Resources Board for a term beginning October 1, 2018 and ending September 30, 2024.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RE-APPOINT BESS RICH TO THE MOBILE PLANNING COMMISSION. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 03-729-2018

Sponsored by: Councilmember Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Bess Rich is re-appointed to the Mobile Planning Commission effective October 31, 2018 for a term ending October 31, 2021.

MINUTES OF OCTOBER 16, 2018

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 2155 BETTER STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-730-2018

Sponsored by: Councilmember Richardson

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 2155 Better 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. 4 and 7, 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 2155 Better Street as:

LOT 20 BLK 3 1ST ADD TO TOULMINVILLE HGTS DBK 132 P 36 #SEC 44 T4S RIW #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 105

Last assessed to: CUNNINGHAM IRMA LEE BROWN

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

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DECLARE THE STRUCTURE AT 2309 BULLEN STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-731-2018

Sponsored by: Councilmember Richardson

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 2309 Bullen 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. 6, 7, 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 2309 Bullen Street as:

LOT 5 BLK 3 SUMIVIERVILLE PL MBK 3 P 632 #SEC 42 T4S RIW #MP29 07 42 0 002

Parcel number: 29 07 42 0 002 149

Last assessed to: PACE MORTGAGE INVESTMENT CO. INC:

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 2217 DAUPHIN ISLAND PARKWAY A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-732-2018

Sponsored by: Councilmember Small

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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 2217 Dauphin Island Parkway 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. 4, 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 2217 Dauphin Island Parkway as:

BEG AT NW COR OF LOT 3 BLK E EDGEWOOD PARK SUB MBK 5 PG 69 TH NELY 185.2 FT: TH S 47.45 FT: TH SWLY 169.2 FT TO E/L OF DAUPHIN ISLAND PKWY TH NLV ALONG SD E/L 50 FT TO ROB

Parcel number: 32 04 35 0 002 014

Last assessed to: RAINEY MARK REYNOLDS, SR.

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 1310 WINDSOR AVENUE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 3). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-733-2018

Sponsored by: Councilmember Small

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 1310 Windsor Avenue 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

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the structure is dangerous and unsafe to the extent that it is a public nuisance: Nuisance Abatement Inspection Checklist/Exhibit A - No. 6 and 7 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 1310 Windsor Avenue as:

LOT 28 BLK 3 BROOKLEY HGTS FIRST SECTOR MBK 3 P 677-68 #SEC 37 T5S RIW #MP32 02 37 0 001

Parcel number: 33 0111 3 002 083

Last assessed to: KING RODERICK

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE THE STRUCTURE AT 1550 HILLANDALE DRIVE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 4). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-734-2018

Sponsored by: Councilmember Williams

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 1550 Hillandale Drive 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. 4, 6, 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 1550 Hillandale Drive as:

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LOT 30 BLK B 3RD ADD TO CRESTVIEW MBK 10 P 194 #SEC 11T4S R2W #IVIP33
01113 002

Parcel number: 33 01113 002 083

Last assessed to: LITTLE ASHLEY FRENCH

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.

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE WEEDS NOXIOUS, GROUP 1584. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-735-2018

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 #1584 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

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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 20th day of November, 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.

WEED LIEN					
GROUP 1584					Res. No.
10/16/2018	LOTS TO BE DECLARED				58-
11/20/2018	LOTS FOR PUBLIC HEARING				58-
//2018	LOTS TO BE ASSESSED FOR COST				58-
No.	Address	SRO No.	Amount Assessed	Dis	N/A
1	1313 Lola St	891245		2	
2	608 Good Pay St	891246		2	
3	610 Good Pay St	891247		2	
4	2954 Pages Lane	891248		1	
5	2956 Pages Lane	891255		1	
6	1904 Seale St	891256		1	
7	2419 Cone St	891257		1	
8	1368 Persimmon St	891259		2	
9	2065 Kentwood Lane	891344		3	
10	1814 Idell St	891349		1	
11	5050 Washington Blvd	891350		4	
12	704 Pillians St	891357		3	
13	1258 Seneca St	891360		3	
14	2063 Kentwood Lane	894518		3	
15	1406 Persimmon St	894519		2	
16	1404 Persimmon St	894520		2	
17	1308 Hercules St	894522		2	
18	2 Hathway Rd	894523		7	
19	5590 Old Pascagoula Rd	894524		4	
20	2217 Hoppin St	894525		3	
21	2457 Dauphin Island Pkwy	894526		3	
22	2201 Weaver Rd	894528		3	
District total for this group		Total	5	-	
		Numbers of lots cut			
1	5		1		
2	7		2		
3	7		3		
4	2		4		
5	0		5		
6	0		6		
7	1		7		
	22			0	
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ASSESS COST FOR REMOVAL OF WEEDS, WEED LIEN GROUP #1580. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 58-736-2018

A RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OR OF ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA

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WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as Weed Lien Group 1580 shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

		WEED LIEN			
		GROUP 1580		Res. No.	
6/5/2018		LOTS TO BE DECLARED		58-358	
7/10/2018		LOTS FOR PUBLIC HEARING		58-478	
10/16/2018		LOTS TO BE ASSESSED FOR COST		58-	
No.	Address	SRO No.	Amount Assessed	Dis	N/A
1	602 South Carolina St	870068	\$ 118.41	3	
2	1310 Brussels St	870069	\$ 203.10	3	
3	1357 Amsterdam Ct	870070	\$ 116.63	3	
4	856 W Victory Dr	870072	\$ 215.54	3	
5	604 Plum St	870075	\$ -	2	CBO
6	608 Plum St	870076	\$ -	2	CBO
7	610 Plum St	870077	\$ -	2	CBO
8	209 Lexington Ave	870078	\$ -	2	CBO
9	1101 Bay Ave	871061	\$ 167.95	3	
10	1164 Hercules St	871062	\$ -	2	CBO
11	624 Patton Ave	871063	\$ -	2	CBO
12	1953 Antoine St	871065	\$ 175.44	2	
13	2412 Boyette St	871066	\$ -	1	
14	813 Washington Ave	871067	\$ -	3	CBO
15	1104 Gayle St	871068	\$ 166.35	3	
16	2208 Homewood St	871946	\$ -	1	CBO
17	2980 Springhill Ave	871947	\$ 338.11	1	
18	1609 Decatur St	871948	\$ -	7	CBO
19	5921 Theles Dr	871949	\$ 336.13	6	
20	2209 Largo Ave	871950	\$ -	6	CBO
21	2213 Largo Ave	871951	\$ -	6	CBO
22	813 Chin St	872567	\$ -	2	CBO
		Total	\$ 1,837.66		
District total for this group		Numbers of lots cut			
1	3	1	1		
2	8	2	1		
3	7	3	6		
4	0	4	0		
5	0	5	0		
6	3	6	1		
7	1	7	0		
22			9		
*ADD Added in from other Groups					
*CBO Cut By Owner					
*N/A Taken out by Inspector					

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

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Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE AWARD OF SPECIAL BONUS TO THE OFFICER OF THE MONTH AS PART OF THE MAYOR'S INCENTIVE PROGRAM, JACOB ALLEN, \$500.00. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-737-2018

Sponsored by: Mayor 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.

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.

"Exhibit A"
Officer of the Month

Last Name	First Name	Award	Month
Allen	Jacob	Officer of the Month	September 2018

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CIP RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Richardson moved for the suspension of the rules to consider CIP Resolutions 13-738 and 21-741 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CIP RESOLUTIONS BEING INTRODUCED:

AUTHORIZE CHANGE ORDER NO. 2 TO THE CONTRACT WITH S. C. STAGNER CONTRACTING, INC. FOR LADD-PEEBLES STADIUM STRUCTURAL REPAIRS, PHASE I, TO ADD \$28,923.00 TO THE ORIGINAL CONTRACT AMOUNT (2018 CIP ID #1007 CITY WIDE). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 13-738-2018

Sponsored by: Councilmember Manzie and Mayor Stimpson

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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, Change Order No. two (2) to the Contract with S. C. Stagner Contracting, Inc., whereby the sum of \$28,923.00 is added to the original contract amount. A copy of said change order is on file in the office of the City Clerk.

Project name: Ladd-Peebles Stadium
Structural Repairs-Phase I

Project number: PR-216-17

Project budget number: C0250 (2018 CIP ID#1007 City Wide)

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH HARRIS CONTRACTING SERVICES, INC. FOR THE MEDAL OF HONOR PARK FIELD LIGHTING, \$319,433.00 (2018 CIP #1074, D6). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-739-2018

Sponsored by: Councilmember Rich

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: Harris Contracting Services, Inc.

Project name: Medal of Honor Park - Field Lighting

Project number: PR-036-18

Amount: \$319,433.00 (2018 CIP #1047, D6)

AUTHORIZE CONTRACT WITH MODULAR CONCEPTS, LLC FOR THE SULLIVAN AND HOPE COMMUNITY CENTERS, GYMNASIUM FLOORING REPLACEMENT, \$149,600 (2018 CIP #2017-128; D2). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-740-2018

Sponsored by: Councilmembers Richardson and 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

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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: Modular Concepts, LLC

Project name: Sullivan Community Center & Hope Community Center
Gymnasium Flooring Replacement

Project number: PR-021-18

Amount: \$149,600.00 (2018 CIP #2017-128, D1 and D2)

AUTHORIZE CONTRACT WITH LIEB ENGINEERING COMPANY, LLC FOR JOE BAILEY PARK-TENNIS COURTS AND WALKING TRAIL DRAINAGE IMPROVEMENTS-CIVIL ENGINEERING, \$16,900.00 (2018 CIP #1038, D5). The following resolution was introduced by Councilmember Daves.

RESOLUTION: 21-741-2018

Sponsored by: Councilmember Daves

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: Lieb Engineering Company. LLC

Project name: Joe Bailey Park - Tennis Courts and Walking Trail
Drainage Improvements - Civil Engineering

Project number: PR-022-18

Amount: \$16,900.00 (2018 CIP#1038, D5)

The resolution was read by the City Clerk; whereupon Councilmember Daves moved that the resolution be adopted, which was seconded by Councilmember Williams and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH MICOR INC. D/B/A MDS CONSTRUCTION FOR THE JAMES M. SEALS, JR. PARK PAVILION, \$66,950.00 (2018 CIP #2017-128). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-742-2018

Sponsored by: Councilmember 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.

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Name of company: Micor Inc. dba MDS Construction

Project name: James M. Seals Jr. Park - Pavilion

Project number: PR-063-18

Amount: \$66,950.00 (2018 CIP #2017-128)

RESOLUTIONS BEING INTRODUCED:

AUTHORIZE CONTRACT WITH DOBSON SHEET METAL & ROOFING, INC. FOR THE ARTHUR R. OUTLAW CONVENTION CENTER, SOUTH TOWER, SKYLIGHT REPAIRS, \$8,000.00. The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 21-743-2018

Sponsored by: Councilmember Manzie and Mayor 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 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: Dobson Sheet Metal & Roofing, Inc.

Project name: Arthur R. Outlaw Convention Center - South Tower Skylight Repairs

Project number: CN-082-18

Amount: \$8,000.00

APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE AND MOBILE COUNTY REGARDING 2018 TRIPPEL ROAD IMPROVEMENTS (AMAZON SORTATION & DISTRIBUTION CENTER) \$625,000.00 (CITY'S PORTION). The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 01-744-2018

Sponsored by: Mayor Stimpson

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND MOBILE COUNTY, ALABAMA REGARDING 2018 TRIPPEL ROAD IMPROVEMENTS

WHEREAS, the County of Mobile, Alabama (the "County") recently administered and will soon complete the construction of certain access road improvements located near Exit 13 off Interstate 10 in an unincorporated part of the County (the "Road Improvements"), which shall be dedicated for public use upon approval and acceptance by the County ; and

WHEREAS, the Road Improvements were required to accommodate additional traffic, truck turning movements, and the reduction of traffic-congesting left turns onto Theodore Dawes Road resulting from activity at a commercial park comprising approximately 158 acres and known as the Port City Commerce Park (the "Park") related to the development of the Amazon Sortation and Distribution Center; and

MINUTES OF OCTOBER 16, 2018

WHEREAS, the total cost to construct the Road Improvements is expected to be approximately \$1,500,000; and

WHEREAS, The City of Mobile, Alabama (the "City") anticipated significant economic benefits to accrue to the City's economy as a result of the continued commercial activity at the Park and as a direct result of the development of the Amazon Sortation and Distribution Center, including increased tax revenues and the creation of new jobs for residents of the City; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and the general public, the City has committed to contribute Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) to the County to assist the County with the total cost of the Road Improvements, and the County desires to accept such contribution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

The Mayor of the City of Mobile is hereby authorized and directed to execute, acknowledge and deliver that certain Intergovernmental Agreement between the City and the County regarding the 2018 Trippel Road Improvements, in substantially the form and of substantially the content as presented to and considered by the City, with such changes or additions thereto or deletions therefrom as the office of the City executing the Intergovernmental Agreement shall approve.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the ____ day of October, 2018.

APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE MOBILE HOUSING BOARD FOR ASSISTANCE WITH ADMINISTRATION, PLANNING AND DEVELOPMENT TO BE PROVIDED BY THE CITY. The following resolution was held over for one (1) week until the regular meeting of Tuesday, October 23, 2018.

RESOLUTION: 01-745-2018

Sponsored by: 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, an intergovernmental agreement between the City of Mobile and the Mobile Housing Board for the City to provide assistance with administration, planning and development, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

ANNOUNCEMENTS:

Councilmember Small reported on several community action group meetings he attended last week.

Councilmember Small invited the public to attend the first of a series of Chit Chat Townhall Luncheons he will host with Representative Barbara Drummond. The event will take place Thursday, October 18, 2018, 11:30 a.m. to 1:30 p.m., at the Mardi Gras Museum.

Councilmember Daves stated a district five community meeting will be held on Tuesday, October 23, 2018, at 6:00 p.m., at Westminster Presbyterian Church.

Councilmember Gregory mentioned she attend the Cobblestone Block Party this past weekend.

Councilmember Gregory announced the district seven Christmas party will be held December 10, 2018 at the Mobile Museum of Art.

MINUTES OF OCTOBER 16, 2018

Councilmember Richardson provided information on several new restaurants opening in district one.

Councilmember Richardson announced that a meeting to discuss park amenities will be held on Thursday, October 25, 2018, at 6:00 p.m., at Booker T. Washington Elementary School.

Councilmember Rich stated that the Public Services committee will meet on Monday, October 22, 2018 at 1:00 p.m. The purpose of the meeting is to discuss utility poles in City rights-of-way, booting of vehicles in private parking lots and the proposed parking agreement between the City and Republic Parking System.

Councilmember Rich said the Quilt of Valor presentation will take place at the Council's November 6, 2018 meeting.

Councilmember Rich invited the public to attend the Connie Hudson Senior Center's 10th anniversary celebration on November 8, 2018.

Councilmember Rich announced a district six community meeting will be held on November 29, 2018, at 6:30 p.m., at the Connie Hudson Senior Center.

Councilmember Manzie noted dates for several district two community meetings that will be held.

Council Vice President Manzie stated the following:

"Our attorney has proposed a course of action on matters the decision of which may lead to litigation. As required by the Alabama Open Meetings Act our attorney has provided a declaration that an executive session is appropriate for such purpose."

"Madam City Clerk do you have a copy of said declaration?"

City Clerk Lisa C. Lambert responded:

"Yes."

Council Vice President moved to convene into executive session for a period of 45 minutes and to reconvene the regular meeting in the auditorium, which move was seconded by Councilmember Small and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the convened into executive session at approximately 12:32 p.m.

At approximately 1:29 p.m. City Clerk Lisa C. Lambert reconvened the regular meeting.

Councilmember Daves moved to adjourn the meeting, which was seconded by Councilmember Gregory, and the vote was as follows:

Ayes: Richardson, Manzie, Small, Williams, Daves, Rich and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 1:30 p.m.

Approved:

MINUTES OF OCTOBER 16, 2018

COUNCIL VICE PRESIDENT

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Mt. Ararat	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 9:47 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 sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. 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: OFFICER SHALITHA NELSON
PLEASE PRINT ALL INFORMATION

Home phone number: _____ Cell number: 251-689-3580

Organization (is applicable): MT. ARARAT MISSIONARY BAPTIST CHURCH

Mailing address of applicant: 1541 DEERWOOD DR E. MOBILE, AL. 36618

E-mail address: SHALITHANELS2@GMAIL.COM

Location or address of event where amplification will be used:

7275 OLD MILITARY RD. THEODORE, AL. 36582

Date of event: 10/27/2018 Starting time: 1400 HRS Ending time: 2000 HRS
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of event: CHURCH MUSICAL

Do you plan to sell 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

CITY CLERK'S OFFICE

MOBILE, AL

MO, OCT 15, PM 3:30 RCVD



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Loving Thou Neighbor	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 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

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



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Nelson	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 10:56 AM



CITY CLERK'S OFFICE
MOBILE, AL

TH, OCT 18, AM 7:28 RCVD

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 sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. 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: GARY A. NELSON, JR
PLEASE PRINT ALL INFORMATION

Home phone number: 251-476-9170 Cell number: 251-463-3474

Organization (is applicable): NONE

Mailing address of applicant: 2901 GRANT ST, UNIT 208, MOBILE AL 36606

E-mail address: ARNIENELSON@BELLSOUTH.NET

Location or address of event where amplification will be used:

AZALEA MANOR, 751 DAUPHIN ST.

Date of event: NOV. 2, 2018 Starting time: 7:00 PM Ending time: 11:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of event: PRIVATE PARTY - WEDDING CELEBRATION

Do you plan to sell alcohol at this event? YES X 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

Simon, Alishann

From: Arnie Nelson <arnienelson@bellsouth.net>
Sent: Wednesday, October 17, 2018 4:07 PM
To: Simon, Alishann
Subject: Noise Ordinance Waiver Application
Attachments: Application for Waiver of Noise Ordinance.pdf

Please see attached Application for Waiver of the Noise Ordinance. We are having a wedding celebration at The Azalea Manor on Dauphin Street, downtown. The party will be on Friday evening, November 2nd. Ryan Balthrop is the musician for the event - he's a local singer/songwriter. If the weather is pleasant that evening he'll perform on the patio at the Azalea Manor, so we are requesting a waiver of the noise ordinance for the hour of 10 p.m. to 11 p.m.

Thank you.

Gary A. Nelson, Jr.

Please let me know that you received the request.



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Hollins	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 11:29 AM

WE, OCT 17, PM 3:28 RCVD

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: ETHEL WHEAT HOLLINS

PLEASE PRINT ALL INFORMATION

Organization (if applicable) FAMILY EVENT Mobile, AL

Mailing Address of Applicant 1053 Bishop Wilmer Drive 36605

Telephone No. 251 473 5707 E-mail address ethelwhollins16@gmail.com
cell 251 518 5714 (W Hollins)

Location or address of event where amplification will be used:
Caldwell field park Marmotte Street Martin Luther King Avenue (MLK)

Date of Event: 10/29/18 Starting Time: 2:00pm Ending Time 10:00pm (MLK)

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Bash Rally

Do you plan to serve alcohol at this event? _____ YES ☒ NO ☐ (EWH)

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



AGENDA ITEM SUMMARY SHEET

Agenda of: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
1709 Griffin Street	Cover Memo	10/17/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/17/2018 - 11:53 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 **1709 Griffin 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. 4, 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 **1709 Griffin Street** as:

LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W
#MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 451

Last Assessed to: DENNIS KATIE

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 black 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 23, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1709 GRIFFIN STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **MCKINNEY MARGRETTE % MRS KATIE DENNIS** 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 0 009 451

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

1709 GRIFFIN ST

Property Details

Parcel Keyx	00657006	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	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	1/10/2017 5:23:36 PM	Comments	

Property Score

Score	63	Score Description	Demo
-------	----	-------------------	------

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/14/2018

Property Address: 1709 Griffin Street **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

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



10/11/2018

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



Heirs of Margrette McKinney
Katie Dennis
2622 Carver Street
Mobile, AL 36617

August 30, 2018

RE: 1709 Griffin Street
Project Number: ME-516-17

Dear Katie Dennis:

On August 14, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1709 Griffin Street.

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

LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W
#MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 451

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 15, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 15, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 15, 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 15, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 23, 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:

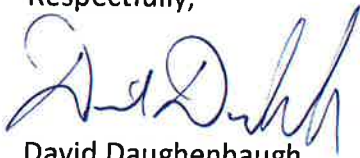
- ☐ Repaired; or,
☒ Demolished

V. **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.

- VI. **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.
- VII. **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).
- VIII. **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,



David Daughenbaugh
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

Date: August 10, 2018

Re: 1709 Griffin St.

From: Real Estate Dept.

Jaclyn Benedict

To: Business Services / ~~Municipal~~ Enforcement Division

Title Report Effective Date 8/3/2018

Per the Title Report the Owners are: Heirs of Margrette McKinney

SEND NOTICES of nuisance abatement proceeding to the following parties:

1. Katie Dennis
2622 Carver St.
Mobile, AL 36617
Daughter
2. Ruby Chambers
1745 Garfield St.
Gary, IN 46404-2726
Daughter
3. Berdia Chambers
6515 Hemlock Ave,
Gary, IN 46403-2081
Daughter

Taxes: Paid

Parties with recorded liens: per Title Report: None

Lis Pendens filed by the City of Mobile against Margrette McKinney C/O Katie Dennis, recorded in LR 7607 page 592, dated 2/22/18.



AGENDA ITEM SUMMARY SHEET

Agenda of: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
2917 Booker Street	Cover Memo	10/17/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/17/2018 - 4:08 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 **2917 Booker 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. 4, 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 **2917 Booker Street** as:

**N 1/2 LOT 10 BLK D BOOKER T WASHINGTON MBK 4 PG 208 #SEC
44 T4S R1W #MP29 02 44 0 010**

Parcel Number: 29 02 44 0 010 043

Last Assessed to: SHINN JAMES

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 23, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2917 BOOKER STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **SHINN JAMES, GEORGE MCCASTER & JAMES C/O**
JAMES SHINN 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 0 010 043

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

2917 BOOKER ST

Property Details

Parcel Keyx	00658611	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	Y
Danger to Public ROW	N	Code Violations	N
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	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	1/10/2017 3:24:21 PM	Comments	

Property Score

Score	61	Score Description	Demo
-------	----	-------------------	------

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/14/2018

Property Address: 2917 Booker Street **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

2917 BOOKER STREET

AGENDA PHOTOS / DW



10/15/2018

NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW

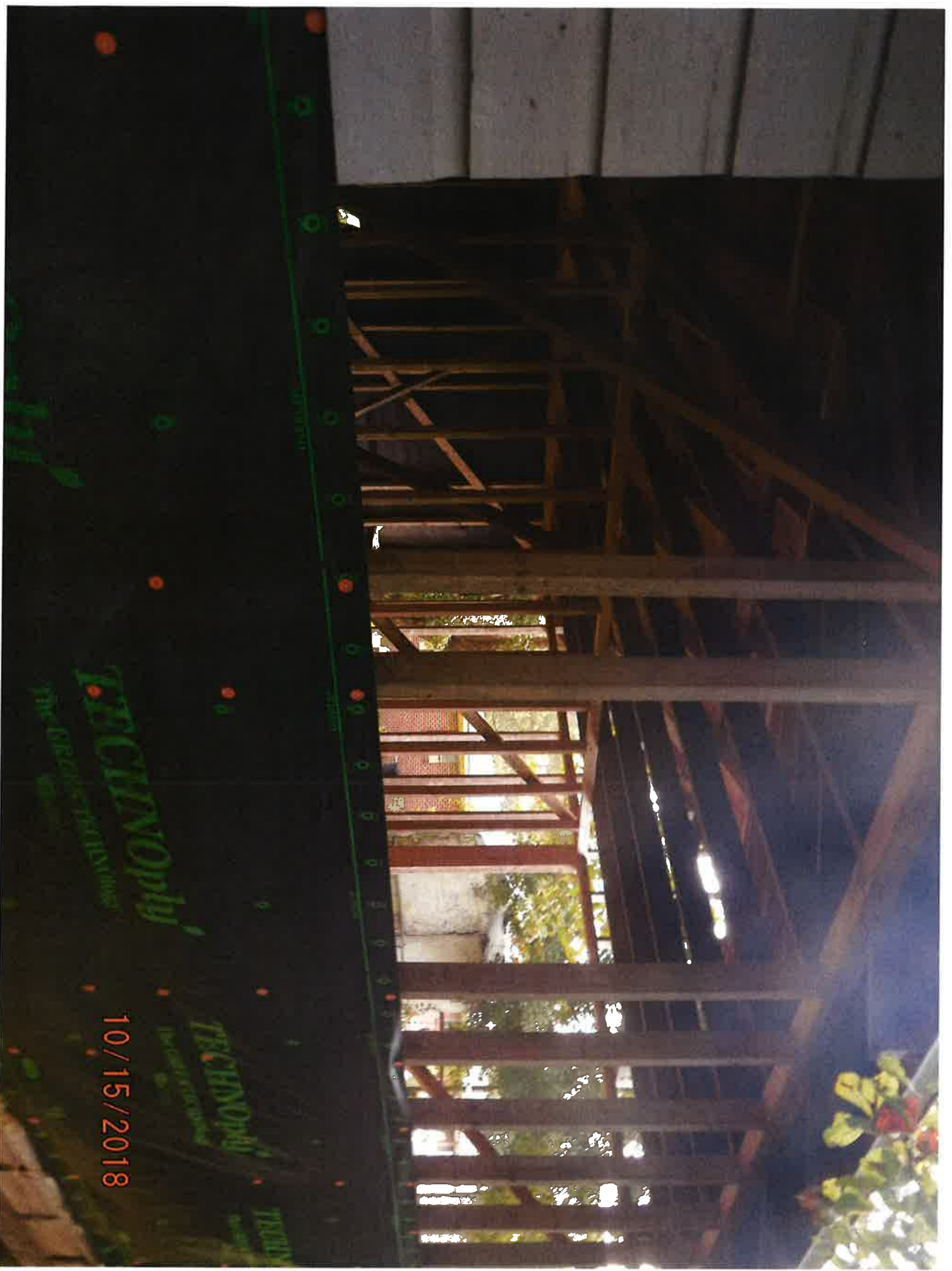


10/15/2018

NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW



10/15/2018

NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW



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



James Shin, Jr.
1621 Hand Avenue
Mobile, AL 36612

August 30, 2018

RE: 2917 Booker Street
Project Number: ME-515-17

Dear James Shin, Jr.:

On August 14, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2917 Booker Street.

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

**N 1/2 LOT 10 BLK D BOOKER T WASHINGTON MBK 4 PG 208 #SEC
44 T4S R1W #MP29 02 44 0 010**

Parcel Number: 29 02 44 0 010 043

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 15, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 15, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 15, 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 15, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 23, 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

V. **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.

- VI. **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.
- VII. **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).
- VIII. **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,



David Daughenbaugh
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

Date: July 31, 2018

Re: 2917 Booker St.

From: Real Estate Dept.

Jaclyn Benedict

To: Business Services / Municipal Enforcement Division

Title Report Update Effective Date 7/17/2018

Per the Title Report the Owners are: James Shin, Jr. & George McCaster

SEND NOTICES of nuisance abatement proceeding to the following parties:

1. James Shin, Jr
1621 Hand Ave.
Mobile, AL 36612
2. George McCaster
6648 Viewpoint Rd.
Eight Mile, AL 36613

Taxes: Paid

Parties with recorded liens: per Title Report: None

Lis Pendens – City of Mobile vs. James Shin, Jr. & George McCaster Recorded in RP 7607 page 618, dated 2/22/2018.



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Wild Native	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 10:10 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 (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:

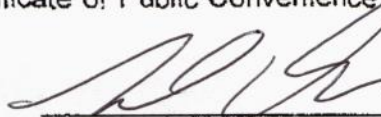
Make ~~2014~~ Sightseer Catamaran Year 2014 Model Power Catamaran

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.

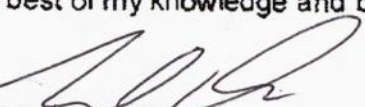
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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: *Jaquinta Hall*
DATE: *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: Jaquinta 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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Tom Felder	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 9:55 AM

ADDRESSING THE CITY COUNCIL

Today's Date:	10-17-18
Time:	
Name:	Tom Felder, CEO
Address:	Commonwealth National Bank 2214 St. Stephens Rd. (366017)
Phone No.	380-7705
Date to Address Council:	10/23/18
Subject (must be completed):	Loan held by their bank with GulfQuest is about to become default
Specific Questions:	


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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Donnie Smith	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 10:06 AM

WE, OCT 17, AM9:50 RCVD


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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Noell Black	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 2:12 PM

ADDRESSING THE CITY COUNCIL

Today's Date:	10-17-18
Time:	4:36 pm
Name:	NOEL Noell Black, chair for "Making Strides Against Breast Cancer" walk
Address:	1110 Montlimar Dr, Ste 420 (09)
Phone No.	251-344-9858
Date to Address Council:	10-22-18
Subject (must be completed):	Provide information to the Council about making Strides Against Breast Cancer walk.
Specific Questions:	

By phone
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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Bibb Lamar

Cover Memo

10/18/2018

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/18/2018 -
2:45 PM

CITY CLERK'S OFFICE

MOBILE, AL.

TH, OCT 18, AM11:21 RCU

ADDRESSING THE CITY COUNCIL

Today's Date: 10/18/18

Time: 11:10

Name: Bibb Lamar

Address: 2 North Royal St, Mobile AL 36602

Phone No. 251 544 6950 / 251 544 6397

Date to Address Council: 10/23/18

Subject (must be completed): Speaking about the future of GulfQuest Museum funding

Specific Questions:

B. bb Lamar
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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

P. Wilson

Cover Memo

10/18/2018

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/18/2018 -
3:19 PM

ADDRESSING THE CITY COUNCIL

Today's Date: 10/18/18

Time:

Name: Patrick Wilson

Address: 58 Kingsway
Mobile AL 36608

Phone No.

Date to Address Council: ~~GulfQuest Funding~~ 10/23

Subject (must be completed): GulfQuest Funding

Specific Questions:


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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Weavil	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 3:21 PM

ADDRESSING THE CITY COUNCIL

Today's Date: 10/18/18

Time:

Name: Richard Weavil

Address: 1700 Government St
Mobile, AL 36604

Phone No.

Date to Address Council: 10/23

Subject (must be completed): GulfQuest Funding

Specific Questions:


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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

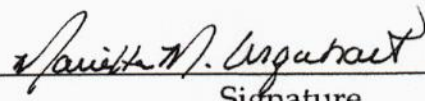
Description	Type	Upload Date
Urquhart	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 3:18 PM

ADDRESSING THE CITY COUNCIL

Today's Date: Oct. 18, 2018
Time:
Name: Marietta M. Uguhart
Address: 4753 Bexley Lane
Phone No. 251-460-0505
Date to Address Council: Oct. 23, 2018
Subject (must be completed): GulfQuest Funding
Specific Questions:


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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
K. Brown	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 3:17 PM

ADDRESSING THE CITY COUNCIL

Today's Date: 10/18/18

Time:

Name: Kenyen Brown

Address: 33624 Boardwalk Dr.
Spanish Fort, AL 36527

Phone No.

Date to Address Council: 10/23

Subject (must be completed): Golf Quest

Specific Questions:


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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Clark	Cover Memo	10/19/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/19/2018 - 9:35 AM

ADDRESSING THE CITY COUNCIL

Today's Date:	10-18-18
Time:	
Name:	David Clark
Address:	Mobile Convention Center
Phone No.	251-401-1034
Date to Address Council:	Oct. 23
Subject (must be completed):	Gulf Quest + waterfront activation
Specific Questions:	

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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Greg Reynolds	Cover Memo	10/19/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/19/2018 - 3:27 PM

Merchant, Mary Ann

From: Carroll-Lambert, Lisa
Sent: Friday, October 19, 2018 1:49 PM
To: Greg Reynolds
Cc: Merchant, Mary Ann
Subject: RE: Agenda

Greg I apologize I will have your name added.

Lisa Carroll Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
251-208-7411 ofc
251-208-7576 fax



From: Greg Reynolds [<mailto:gregrey67@gmail.com>]
Sent: Friday, October 19, 2018 1:03 PM
To: Carroll-Lambert, Lisa
Subject: Re: Agenda

Lisa
I had sent the above email about being on Tuesday's City Council agenda and I did not see my name listed when I checked today. Please let me know.
Thank you Greg Reynolds

On Tue, Oct 16, 2018, 7:36 PM Greg Reynolds <gregrey67@gmail.com> wrote:

Lisa
Can you please put me on the City Council agenda for next Tuesday to talk about Oakleigh again. Please let me know.
Thank you Greg Reynolds



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Rich and Mayor Stimpson

Purpose and Scope of Project:

To install new electrical services and soccer field lighting

Amount of Contract:

\$319,433.00

Funding Source

Project # Medal of Honor Park - Field Lighting, PR-036-18

Discretionary Funds

Project String 20002000-48010

Contract Number:1872

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Medal of Honor Park - Field Lighting	Cover Memo	10/5/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/5/2018 - 5:15 PM
Finance	McMillan, Marilyn	Approved	10/11/2018 - 11:08 AM
Legal	Hill, Ashton	Approved	10/11/2018 - 10:19 AM
Mayors Office	Wesch, Paul	Approved	10/11/2018 - 11:51 AM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmember: Bess Rich

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: Harris Contracting Services, Inc.

Project Name: Medal of Honor Park – Field Lighting

Project Number: PR-036-18

Amount: \$319,433.00 (2018 CIP#1047, D6)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal of Honor Park – Field Lighting

ARCHITECTURAL ENGINEERING PROJECT#PR-036-18

PROJECT #C0330 (2018 CIP#1047, D6) DATE OF RECEIPT _____

PROJECT DESCRIPTION To install new electrical service and soccer field lighting

CONTRACT AMOUNT \$319,433.00

VENDOR NAME Harris Contracting Services, Inc.

VENDOR NUMBER 293714

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 1st 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 10/5/18

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)

Harris Contracting Services, Inc.
132 Courtaulds Avenue
Saraland, Alabama 36571

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

Medal of Honor Park – Field Lighting
1711 Hillcrest Road
Mobile, Alabama 36609
PR-036-18
To install new electrical services and soccer field lighting at Medal of Honor Park

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

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
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.

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User Notes:

(1883649367)

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 Twenty (120) calendar days from the date of commencement of the Work.

(Table deleted)

(Paragraph deleted)

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User Notes:

(1883649367)

§ 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 Three Hundred Nineteen Thousand Four Hundred Thirty Three Dollars and no cents (\$ 319,433.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$279,767.00
Contingency Allowance:	\$ 10,000.00
Light Level Verification Allowance:	\$ 2,000.00
Total Base Bid:	\$291,767.00
Add Alt#1 – Option 1:	\$ 12,368.00
Add Alt#1 – Option 2:	\$ 15,298.00
Total Contract Sum:	\$319,433.00

§ 4.2 Alternates

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

Item	Price
1. Alternate 1 – Option 1: The Electrical Service proving power and controls for the lighting on fields C & D is to be upgraded.	\$12,368.00
2. Alternate 1 - Option 2: The Electrical Service providing power and controls for the lighting on fields A & B is to be upgrade	\$15,298.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

- A. Contingency Allowance: Ten Thousand Dollars and no cents (\$10,000.00)
Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- B. Light Level Verification Allowance: Two Thousand Dollars and no cents (\$2,000.00)
- C. All work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work. 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.
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		

(Table deleted)

(Paragraphs deleted)

§ 4.5 Liquidated damages:

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

Init.

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™-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

Init.

.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

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User Notes:

(1883649367)

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 Harris Contracting Services, Inc. has completed the contract for Medal of Honor Park – Field Lighting (PR-036-18), 1711 Hillcrest Road, Mobile, Alabama 36609. 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)

Init.

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User Notes:

(1883649367)

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 A201-2017 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)

Brian Harris, President
Harris Contracting Services, Inc.
132 Courtaulds Avenue
Saraland, Alabama 36571

§ 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;

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- .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 X Not Applicable.
 - J. Underground Hazard:
 - Included or X Not Applicable.

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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
\$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
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.

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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™-2007, 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

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Number	Title	Date
T1.0	Title Sheet	8/13/2018
E1.0	Electrical Legend	8/13/2018
E2.0	Existing Softball Field Layout	8/13/2018
E3.0	Fields A & B Electrical Service Upgrade	8/13/2018
E4.0	Fields A & B Service Upgrade Details	8/13/2018
E5.0	Fields C & D Electrical Service Upgrade	8/13/2018
E6.0	Fields C & D Schedule & Control Diagram	8/13/2018
E7.0	New Soccer Field lighting plan	8/13/2018
E7.1	New Soccer Field lighting plan	8/13/2018
E8.0	Soccer Field Service Details	8/13/2018
E9.0	Soccer Field Service Details	8/13/2018
E9.1	Soccer Field Service Details	8/13/2018
E10.0	Soccer Field Service Details	8/13/2018

.4 Specifications

Section	Title	Date
Section 01010	Summary of the Work	8/13/2018
Section 01210	Allowances	8/13/2018
Section 01230	Alternative Bid Items	8/13/2018
Section 01700	Execution Requirements	8/13/2018
Section 017839	Project Record Documents	8/13/2018
DIVISION 16	ELECTRICAL	
Section 16005	General Electrical	8/13/2018
Section 16034	Reinforced Concrete Foundations	8/13/2018
Section 16040	Alterations & Additions to Existing Work	8/13/2018
Section 16075	Electrical Identification	8/13/2018
Section 16100	Basic Electrical Materials & Methods	8/13/2018
Section 16103	Grounding and Bonding	8/13/2018
Section 16105	Excavation and Backfill	8/13/2018
Section 16150	Lighting Control Devices	8/13/2018
Section 16420	Panelboards	8/13/2018
Section 16520	Exterior Athletic Lighting	8/13/2018

.5 Addenda, if any:

Number	Date
1	9/7/2018

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:

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§ 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
	City of Mobile Subcontracting and Major Supplier Plan
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 G702and 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
	W9 Request for Taxpayer Identification Number and Certification 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

Harris Contracting Services, Inc.

OWNER (Signature)



CONTRACTOR (Signature)

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

Brian Harris, President
(Printed name and title)

ATTEST:


Kevin Harris
Office Manager

City Clerk



Director, Architectural Engineering Department

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EXHIBIT A
SUMMARY OF THE WORK
MEDAL OF HONOR PARK – FIELD LIGHTING
1711 HILLCREST ROAD
MOBILE, ALABAMA 36609
PR-036-18

Provide and install a new electrical service for the soccer fields. Provide and install the three existing soccer fields with light poles and field lighting.

Provide and upgrade to the existing electrical service that provides power and controls to the existing lighting on softball fields C & D.

Provide upgrades to the existing electrical service that provides power and controls to the existing lighting on softball fields A & B.

END OF 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, Harris Contracting Services, 132 Courtaulds Avenue, Saraland, Alabama 36571, hereinafter called the Principal, and American Southern 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 Three Hundred Nineteen Thousand Four Hundred Thirty Three Dollars and no cents (\$319,433.00) 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 Medal of Honor Park - Field Lighting (PR-036-18), 1711 Hillcrest Road, Mobile, Alabama 36609, 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 20th day of October, 2018.

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: BH
(Signature)

Name and Title: Brian Harris, President

SURETY

Company: American Southern Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Scott E. Stoltzner, Attorney-In-Fact

Resident Agent: N/A
(Signature)

Name and Title: Scott E. Stoltzner
Address: 2 Perimeter Park South, Suite 425E
Birmingham, Al 35243

Phone and Fax: 205-969-7684 205-969-7683

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 132 Courtaulds Avenue, Saraland, Alabama 36571, as Principal, and American Southern 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 Three Hundred Nineteen Thousand Four Hundred Thirty Three Dollars and no cents (\$319,433.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of ____, 201__, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete Medal of Honor Park - Field Lighting (PR-036-18), 1711 Hillcrest Road, Mobile, Alabama 36609, 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 Scott E. Stoltzner **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: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris, President

SURETY

Company: American Southern Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Scott E. Stoltzner, Attorney-In-Fact

Resident Agent: N/A
(Signature)

Name and Title: Scott E. Stoltzner
Address: 2 Perimeter Park South, Suite 425E, B'hm, AL 35243
Phone and Fax: 205-969-7684 205-969-7683

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

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Stanley B. Oliver, Jr. of Charlotte, North Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael K. Thompson of Atlanta, Georgia; Michael J. Brown of Cumming, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

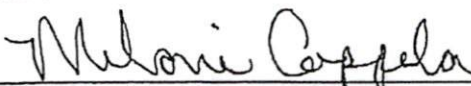
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

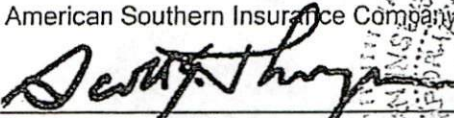
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Corporate Secretary this 31st day of May, 2017.

Attest:


Melonie Coppola, Corporate Secretary

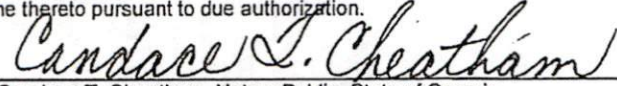
American Southern Insurance Company

By:


Scott G. Thompson, President

On this 31st day of May, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

State of Georgia

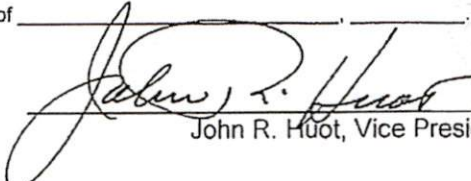

Candace T. Cheatham, Notary Public, State of Georgia
Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____

Power No. **44595**

P&P Bond 67013


John R. Huot, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10-01-2018

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).

PRODUCER Guardian Insurance Agency P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com														
INSURED Harris Contracting Services, Inc. 132 Courtaulds Ave. Saraland AL 36571	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Western World</td> <td></td> </tr> <tr> <td>INSURER B : Evanston Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C : Sheffield Fund / Evanston Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D : National General Insurance Co.</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 : Western World		INSURER B : Evanston Insurance Co.		INSURER C : Sheffield Fund / Evanston Ins. Co.		INSURER D : National General Insurance Co.		INSURER E :		INSURER F :	
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability	x	x	NPP1503057	09-20-2018	09-20-2019	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	2006107457	02-09-2018	02-09-2019	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB						EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB						AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2018-34095-00	01-01-2018	12-31-2018	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project name: Playground Field Lighting **Project Number:** PR-036-18
 City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall 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 respects to general liability, auto liability, and workers compensation and employers liability. 30 Day notice of cancellation, non renewal or material change shall apply (Except 10 days fo non payment)

CERTIFICATE HOLDER City of Mobile Architectural Engineering Department P.O. 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 <TG>
--	--



Company ID Number: 896028

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Harris Contracting Services, Inc.
Company Facility Address	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title Owner
Signature Electronically Signed 	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

To replace the gymnasium flooring

Amount of Contract:

\$149,600.00

Funding Source

Project # Sullivan & Hope Community Center -
Gymnasium Flooring Replacement, PR-021-18

Discretionary Funds

Contract Number:C308 CONT#1866/C0035
CONT#1867

Project String 20002000-48010

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
revised resolution - contract for Sullivan & Hope Centers	Cover Memo	10/11/2018
Contract for Sullivan & Hope Centers - Gymnasium Flooring Replacement	Cover Memo	10/8/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/8/2018 - 12:58 PM
Finance	McMillan, Marilyn	Approved	10/9/2018 - 12:39 PM
Legal	Hill, Ashton	Approved	10/9/2018 -

Mayors
Office

Wesch, Paul

Approved

12:21 PM
10/11/2018 -
11:51 AM

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmembers: Fredrick D. Richardson Jr. &
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: Modular Concepts, LLC

Project Name: Sullivan Community Center & Hope Community Center
Gymnasium Flooring Replacement

Project Number: PR-021-18

Amount: \$149,600.00 (2018 CIP# 2017-128, D1 and D2)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Sullivan Community Center and Hope Community Center
Gymnasium Flooring Replacement

ARCHITECTURAL ENGINEERING PROJECT# PR-021-18

PROJECT #C0035 (2018 CIP# 2017-128, D1 & D2) DATE OF RECEIPT _____

PROJECT DESCRIPTION To replace the gym flooring at Sullivan and Hope Centers

CONTRACT AMOUNT \$149,600.00

VENDOR NAME Modular Concepts, LLC

VENDOR NUMBER 295596

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 1st 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 6/5/18

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)

Modular Concepts, LLC
P. O. Box 2337
410 Knightsbridge
Alabaster, Alabama 35007

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

Sullivan Community Center & Hope Community Center
Gymnasium Flooring Replacement
351 North Catherine Street (Sullivan)
Mobile, Alabama 36603

and

850 Edwards Street (Hope)
Mobile, Alabama 36610
PR-021-18

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

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

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.

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User Notes:

(1850094155)

TABLE OF ARTICLES

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| 5 | PAYMENTS |
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| 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)

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 One Hundred Forty Nine Thousand Six Hundred Dollars and no cents (\$ 149,600.00), subject to additions and deductions as provided in the Contract Documents.

Sullivan Community Center	
Base Bid:	\$72,850.00
Contingency Allowance:	\$ 1,000.00
Total Base Bid:	\$73,850.00
Hope Community Center	
Base Bid:	\$74,750.00
Contingency Allowance:	\$ 1,000.00
Total Base Bid:	\$75,750.00
Total Contract Sum:	\$149,600.00

§ 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: Two Thousand Dollars and no cents (\$2,000.00), total allocated \$1,000.00 per facility.

- 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.)

Init.

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;
- .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

Init.

.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.

§ 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 (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

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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 Modular Concepts, LLC has completed the contract for Sullivan Community Center (351 North Catherine Street) Mobile, Alabama 36603) and Hope Community Center (850 Edwards Street) Mobile, Alabama 36610) - Gymnasium Flooring Replacement, PR-021-18. 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, 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 (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, 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, 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)

J. Dale Layton Jr.
Modular Concepts, LLC
410 Knightsbridge
Alabaster, Alabama 35007

§ 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 X Not Applicable.
 - J. Underground Hazard:
 - Included or X Not Applicable.

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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 \$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
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.

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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.

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, 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.

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(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	Reference Floor Plan A-1 (Sullivan Community Center)	8/31/2018
A-2	Reference Floor Plan A-2 (Hope Community Center)	

.4 Specifications

Section	Title	Date
Section 01010	Summary of the Work	8/31/2018
Section 01210	Allowances	8/31/2018
Section 01730	Selective Demolition	8/31/2018
DIVISION 9	FINISHES	
Section 09624	Modular Athletic Flooring	8/31/2018
DIVISION 11	EQUIPMENT	
Section 116623	Gymnasium Protection Accessories	8/31/2018
DIVISION 12	FURNISHINGS	
Section 124813	Entrance Floor Mats and Frames	8/31/2018

.5 Addenda, if any:

Number	Date
--------	------

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.)

(Paragraphs deleted)

(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

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User Notes:

(1850094155)

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 G702and 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.

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

City of Mobile

Modular Concepts, LLC

OWNER (Signature)

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

CONTRACTOR (Signature)

J. Dale Layton, Jr., President
(Printed name and title)

ATTEST:

City Clerk

Director, Architectural Engineering Department

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User Notes:

(1850094155)

EXHIBIT A
SUMMARY OF THE WORK
SULLIVAN COMMUNITY CENTER
351 NORTH CATHERINE STREET
MOBILE, ALABAMA 36603
and
HOPE COMMUNITY CENTER
850 EDWARDS STREET
MOBILE, ALABAMA 36610

GYMNASIUM FLOORING REPLACEMENT
PR-021-18

The Contractor shall provide all labor, materials, tools and equipment necessary to complete the following Summary of the Work.

1. SULLIVAN COMMUNITY CENTER:

Remove and dispose of existing gymnasium flooring material, rubber wall base, transitions and wall/column pads, including anchoring systems. Provide and Install new modular athletic flooring, wall base transition at all door openings, cut outs for volleyball poles and new wall/column pads. New modular flooring system shall have paint lines for a basketball court, a volleyball court and a pickleball court. The existing bleachers shall be removed by the flooring contractor to facilitate installation of the finishes and reinstalled after new finishes have been installed.

2. HOPE COMMUNITY CENTER:

Prep existing VCT flooring for installation of new modular athletic flooring. Remove existing rubber wall base. Provide and Install new modular athletic flooring, wall base transitions at all door openings and new wall pads. New modular flooring system shall have paint lines for a basketball court, 1" lines for each of two basketball cross courts, a volleyball court and a pickleball court. The existing bleachers shall be removed by the flooring contractor to facilitate installation of the finishes and reinstalled after new finishes have been installed.

END OF 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, Modular Concepts, LLC, 410 Knightsbridge Alabaster, Alabama 35007, hereinafter called the Principal, and WESTERN SURETY 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 Forty Nine Thousand Six Hundred Dollars and no cents (\$149,600.00) 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 Sullivan Community Center (351 North Catherine Street, Mobile, Alabama 36603) and the Hope Community Center, (850 Edwards Street, Mobile, Alabama 36610), gymnasium flooring replacement (PR-021-18), 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 2nd day of October, 2018.

CONTRACTOR AS PRINCIPAL
Company: Modular Concepts, LLC
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: J. Dale Layton, Jr., President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: F S I A JEFFERY I. RASBURY, Attorney-in-Fact



Resident Agent: [Signature]
(Signature)
Name and Title: F S I A JEFFERY I. RASBURY
Address: P.O. Box 1366, Gardendale, AL 35071
Phone and Fax: (205)631-2050/(205)631-2076

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

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72082999

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JEFFERY I RASBURY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Modular Concepts, LLC

Obligee: City of Mobile

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72082999 is not issued on or before midnight of December 15, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of October, 2018.

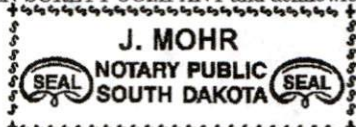


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 2nd day of October, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of October, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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, Modular Concepts, LLC, 410 Knightsbridge Alabaster, Alabama 35007, as Principal, and WESTERN SURETY 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 Forty Nine Thousand Six Hundred Dollars and no cents (\$149,600.00) 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 to complete at the Sullivan Community Center (351 North Catherine Street, Mobile, Alabama 36603) and the Hope Community Center (850 Edwards Street Mobile, Alabama 36610), gymnasium flooring replacement (PR-021-18), 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 JEFFERY I RASBURY **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 2nd day of October, 2018.**CONTRACTOR AS PRINCIPAL**Company: Modular Concepts, LLC

(Corporate Seal)

By: _____

(Signature)

Name and Title: J. Dale Layton, Jr., President

Resident Agent: _____

(Signature)

Name and Title: F S I A JEFFERY I. RASBURY
 Address: P.O. Box 1366, Gardendale, AL 35071
 Phone and Fax: (205)631-0250/(205)631-2076

SURETYCompany: WESTERN SURETY COMPANY

(Corporate Seal)

By: _____

(Signature)

Name and Title: JEFFERY I RASBURY, Attorney-in-Fact

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2018

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).

PRODUCER Nesbitt & Associates, Inc. P.O. Box 661255 Birmingham AL 35266		CONTACT NAME: PHONE (A/C, No, Ext): (205) 822-2063 FAX (A/C, No): (205) 822-2087 E-MAIL: jorear@nesbittandassociates.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: THE HARTFORD	
		INSURER B: ESSEX INSURANCE COMPANY	
		INSURER C: BENCHMARK INSURANCE CO	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ CONTRACTUAL LIABILITY	X	X	21SBMBR7336	10/21/2017	10/21/2018	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X	X	21UE6723LP	10/21/2017	10/21/2018	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	X	X	XOMH1000711	10/01/2018	10/21/2019	AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	WC044-0040231-2017A	11/27/2017	11/27/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Sullivan Community Center and Hope Community Center- Gymnasium Flooring Replacement - Project No. - PR-021-18

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability- All policies except worker's compensation are Primary and Non-Contributory with any 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 and Worker's Compensation and Employers Liability. 30 Day Notice of cancellation, non-renewal or material change applies (except 10 days for Non-Payment)

CERTIFICATE HOLDER City of Mobile Architectural Engineering Department PO Box 1827 Mobile, AL 36633	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  <JD>
--	---

Company ID Number: 1347346

Approved by:

Employer Modular Concepts, LLC.	
Name (Please Type or Print) James D Layton	Title
Signature Electronically Signed	Date 10/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/03/2018

Company ID Number: 1347346

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Modular Concepts, LLC.
Company Facility Address	410 Knightsbridge Alabaster, AL 35007
Company Alternate Address	P. O. Box 2337 Alabaster, AL 35007
County or Parish	SHELBY
Employer Identification Number	270305848
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

RESOLUTION

2018

Sponsored by: Mayor William S. Stimpson

Councilmembers: 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: Modular Concepts, LLC

Project Name: Sullivan Community Center & Hope Community Center
Gymnasium Flooring Replacement

Project Number: PR-021-18

Amount: \$149,600.00 (2018 CIP# 2017-128, D2)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Sullivan Community Center - Gymnasium Flooring Replacement

ARCHITECTURAL ENGINEERING PROJECT# PR-021-18

PROJECT #C0035 (2018 CIP# 2017-128, D2) DATE OF RECEIPT _____

PROJECT DESCRIPTION To replace the gym flooring at Sullivan and Hope Centers

CONTRACT AMOUNT \$73,850.00

VENDOR NAME Modular Concepts, LLC

VENDOR NUMBER 295596

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 1st 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 10/8/18

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hope Community Center - Gymnasium Flooring Replacement

ARCHITECTURAL ENGINEERING PROJECT# PR-021-18

PROJECT #C0308 (2018 CIP# 2017-128, D2) DATE OF RECEIPT _____

PROJECT DESCRIPTION To replace the gym flooring at Sullivan and Hope Centers

CONTRACT AMOUNT \$75,750.00

VENDOR NAME Modular Concepts, LLC

VENDOR NUMBER 295596

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 1st 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 10/8/18

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)

Modular Concepts, LLC
P. O. Box 2337
410 Knightsbridge
Alabaster, Alabama 35007

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

Sullivan Community Center & Hope Community Center
Gymnasium Flooring Replacement
351 North Catherine Street (Sullivan)
Mobile, Alabama 36603

and

850 Edwards Street (Hope)
Mobile, Alabama 36610
PR-021-18

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

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

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 Ninety (90) 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 One Hundred Forty Nine Thousand Six Hundred Dollars and no cents (\$ 149,600.00), subject to additions and deductions as provided in the Contract Documents.

Sullivan Community Center	
Base Bid:	\$72,850.00
Contingency Allowance:	\$ 1,000.00
Total Base Bid:	\$73,850.00
Hope Community Center	
Base Bid:	\$74,750.00
Contingency Allowance:	\$ 1,000.00
Total Base Bid:	\$75,750.00
Total Contract Sum:	\$149,600.00

§ 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: Two Thousand Dollars and no cents (\$2,000.00), total allocated \$1,000.00 per facility.

- 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.)

Init.

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;
- .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

Init.

.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.

§ 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 (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

Init.

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 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Modular Concepts, LLC has completed the contract for Sullivan Community Center (351 North Catherine Street) Mobile, Alabama 36603) and Hope Community Center (850 Edwards Street) Mobile, Alabama 36610) - Gymnasium Flooring Replacement, PR-021-18. 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, 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 (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, 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, 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)

J. Dale Layton Jr.
Modular Concepts, LLC
410 Knightsbridge
Alabaster, Alabama 35007

§ 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 X Not Applicable.
- J. Underground Hazard:
Included or X 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 \$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
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.

Init.

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.

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, 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
A-1	Reference Floor Plan A-1 (Sullivan Community Center)	8/31/2018
A-2	Reference Floor Plan A-2 (Hope Community Center)	

.4 Specifications

Section	Title	Date
Section 01010	Summary of the Work	8/31/2018
Section 01210	Allowances	8/31/2018
Section 01730	Selective Demolition	8/31/2018
DIVISION 9	FINISHES	
Section 09624	Modular Athletic Flooring	8/31/2018
DIVISION 11	EQUIPMENT	
Section 116623	Gymnasium Protection Accessories	8/31/2018
DIVISION 12	FURNISHINGS	
Section 124813	Entrance Floor Mats and Frames	8/31/2018

.5 Addenda, if any:

Number	Date
--------	------

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.)

(Paragraphs deleted)

(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

Init.

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User Notes:

(1850094155)

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 G702and 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.

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

City of Mobile

Modular Concepts, LLC

OWNER (Signature)

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

CONTRACTOR (Signature)

J. Dale Layton, Jr., President
(Printed name and title)

ATTEST:

City Clerk

Director, Architectural Engineering Department

Init.

EXHIBIT A
SUMMARY OF THE WORK
SULLIVAN COMMUNITY CENTER
351 NORTH CATHERINE STREET
MOBILE, ALABAMA 36603
and
HOPE COMMUNITY CENTER
850 EDWARDS STREET
MOBILE, ALABAMA 36610

GYMNASIUM FLOORING REPLACEMENT
PR-021-18

The Contractor shall provide all labor, materials, tools and equipment necessary to complete the following Summary of the Work.

1. SULLIVAN COMMUNITY CENTER:

Remove and dispose of existing gymnasium flooring material, rubber wall base, transitions and wall/column pads, including anchoring systems. Provide and Install new modular athletic flooring, wall base transition at all door openings, cut outs for volleyball poles and new wall/column pads. New modular flooring system shall have paint lines for a basketball court, a volleyball court and a pickleball court. The existing bleachers shall be removed by the flooring contractor to facilitate installation of the finishes and reinstalled after new finishes have been installed.

2. HOPE COMMUNITY CENTER:

Prep existing VCT flooring for installation of new modular athletic flooring. Remove existing rubber wall base. Provide and Install new modular athletic flooring, wall base transitions at all door openings and new wall pads. New modular flooring system shall have paint lines for a basketball court, 1" lines for each of two basketball cross courts, a volleyball court and a pickleball court. The existing bleachers shall be removed by the flooring contractor to facilitate installation of the finishes and reinstalled after new finishes have been installed.

END OF 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, Modular Concepts, LLC, 410 Knightsbridge Alabaster, Alabama 35007, hereinafter called the Principal, and WESTERN SURETY 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 Forty Nine Thousand Six Hundred Dollars and no cents (\$149,600.00) 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 Sullivan Community Center (351 North Catherine Street, Mobile, Alabama 36603) and the Hope Community Center, (850 Edwards Street, Mobile, Alabama 36610), gymnasium flooring replacement (PR-021-18), 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 2nd day of October, 2018.

CONTRACTOR AS PRINCIPAL

Company: Modular Concepts, LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: J. Dale Layton, Jr., President

SURETY

Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: _____

(Signature)

Name and Title: F S I A JEFFERY I. RASBURY, Attorney-in-Fact



Resident Agent: _____

(Signature)

Name and Title: F S I A JEFFERY I. RASBURY
Address: P.O. Box 1366, Gardendale, AL 35071

Phone and Fax: (205)631-2050/(205)631-2076

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

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72082999

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JEFFERY I RASBURY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Modular Concepts, LLC

Obligee: City of Mobile

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72082999 is not issued on or before midnight of December 15, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of October, 2018.

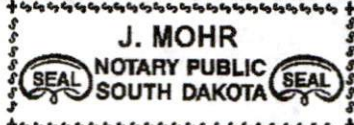


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 2nd day of October, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of October, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

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, Modular Concepts, LLC, 410 Knightsbridge Alabaster, Alabama 35007, as Principal, and WESTERN SURETY 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 Forty Nine Thousand Six Hundred Dollars and no cents (\$149,600.00) 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 to complete at the Sullivan Community Center (351 North Catherine Street, Mobile, Alabama 36603) and the Hope Community Center (850 Edwards Street Mobile, Alabama 36610), gymnasium flooring replacement (PR-021-18), 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 JEFFERY I RASBURY **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 2nd day of October, 2018.

CONTRACTOR AS PRINCIPAL
Company: Modular Concepts, LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: J. Dale Layton, Jr., President**SURETY**

Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: _____

(Signature)

Name and Title: JEFFERY I RASBURY, Attorney-in-Fact

Resident Agent: _____

(Signature)

Name and Title: F S I A JEFFERY I. RASBURY
Address: P.O. Box 1366, Gardendale, AL 35071
Phone and Fax: (205)631-0250/(205)631-2076

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2018

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).

PRODUCER Nesbitt & Associates, Inc. P.O. Box 661255 Birmingham AL 35266		CONTACT NAME: PHONE (A/C, No, Ext): (205) 822-2063 FAX (A/C, No): (205) 822-2087 E-MAIL ADDRESS: jorear@nesbittandassociates.com	
INSURED MODULAR CONCEPTS, LLC 410 KNIGHTSBRIDGE ALABASTER AL 35007		INSURER(S) AFFORDING COVERAGE INSURER A : THE HARTFORD INSURER B : ESSEX INSURANCE COMPANY INSURER C : BENCHMARK INSURANCE CO 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.

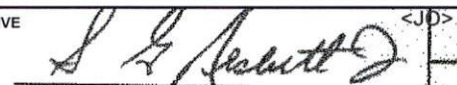
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☒ CONTRACTUAL LIABILITY	X	X	21SBMBR7336	10/21/2017	10/21/2018	MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	21UE6723LP	10/21/2017	10/21/2018	BODILY INJURY (Per accident) \$	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE	X	X	XOMH1000711	10/01/2018	10/21/2019	AGGREGATE \$ 1,000,000	
	DED ☒ RETENTION \$10,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A	X	WC044-0040231-2017A	11/27/2017	11/27/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

Sullivan Community Center and Hope Community Center- Gymnasium Flooring Replacement - Project No. - PR-021-18
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability- All policies except worker's compensation are Primary and Non-Contributory with any 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 and Worker's Compensation and Employers Liability. 30 Day Notice of cancellation, non-renewal or material change applies (except 10 days for Non-Payment)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile Architectural Engineering Department PO 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  <JD>
---	--

Company ID Number: 1347346

Approved by:

Employer Modular Concepts, LLC.	
Name (Please Type or Print) James D Layton	Title
Signature Electronically Signed	Date 10/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/03/2018

Company ID Number: 1347346

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Modular Concepts, LLC.
Company Facility Address	410 Knightsbridge Alabaster, AL 35007
Company Alternate Address	P. O. Box 2337 Alabaster, AL 35007
County or Parish	SHELBY
Employer Identification Number	270305848
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

For a pavilion at James Seals Jr. Park

Amount of Contract:

\$66,950.00

Funding Source

Project # James M. Seals Jr. Park - Pavilion, PR-063-18

Discretionary Funds

Project String 20002000-48010

Contract Number:1871

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
A pavilion at James M. Seals Jr. Park	Cover Memo	10/11/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/11/2018 - 10:34 AM
Finance	McMillan, Marilyn	Approved	10/11/2018 - 10:59 AM
Legal	Hill, Ashton	Approved	10/11/2018 - 10:25 AM
Mayors Office	Wesch, Paul	Approved	10/11/2018 - 11:37 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: Micor Inc. dba MDS Construction

Project Name: James M. Seals Jr. Park - Pavlion

Project Number: PR-063-18

Amount: \$66,950.00 (2018 CIP#2017-128)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: James M. Seals Jr. Park – Pavilion

ARCHITECTURAL ENGINEERING PROJECT# PR-063-18

PROJECT #C0328 (2018 CIP#2017-128), D2 DATE OF RECEIPT _____

PROJECT DESCRIPTION For a pavilion at James M. Seals Jr. Park

CONTRACT AMOUNT \$66,950.00

VENDOR NAME Micor Inc dba MDS Construction

VENDOR NUMBER 274590

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 1st 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 10/10/18

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)

Micor Inc bda MDS Construction
9897 Suburban Drive
Fairhope, Alabama 36532

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

James M. Seals, Jr. Park - Pavilion
540 Texas Street
Mobile, Alabama 36603
PR-063-18

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

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

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 twenty (120) 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 (\$), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$56,500.00
Contingency Allowance: \$10,450.00
Total Contract Sum: \$66,950.00

§ 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: Ten Thousand Four Hundred Fifty Dollars and no cents (\$10,450.00)

- 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)
Provide and install one (1) trash receptacle, surface mounted on 3'X3'X4" concrete pad. Include replace, sealant, fasteners, excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	1	\$1,940.00
Provide and install one (1) picnic tables, surface mounted on concrete. Include placement, sealant, fasteners and all other necessary construction components for installation.	1	\$2,140.00
Provide and install one (1) grill, surface mounted on concrete or in-ground. Include placement, sealant, fasteners and all other necessary construction components for installation.	1	\$650.00
Provide and install striping for two (2) HC parking spaces	2	\$770.00

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in existing parking lot.

§ 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)

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;

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- .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:

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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 Micor Inc dba MDS Construction has completed the contract for James M. Seals, Jr. Park – Pavilion (PR-063-18), 540 Texas Street, Mobile, Alabama 36603. 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

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(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)

§ 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)

Michael Small, Owner/President
Micor Inc dba MDS Construction
9897 Suburban Drive
Fairhope, Alabama 36532

§ 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 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;

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- .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. 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:

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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 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
\$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
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.

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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

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Number	Title	Date
1	Site Plan	8/10/2018
2	Pavilion Construction Details	8/10/2018
3	Construction Details	8/10/2018
4	Environmental Details	8/10/2018
E-1.0	Electrical Legend & Specifications	8/10/2018
E-2.0	Overall Site Plan	8/10/2018
E-3.0	Enlarged New Work Plan/Schedules	8/10/2018

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
Section 01010	Summary of the Work	8/10/2018
Section 01210	Allowances	8/10/2018
Section 01330	Submittal Procedures	8/10/2018
Section 01400	Erosion & Sediment Control	8/10/2018
Section 01700	Execution Requirements	8/10/2018
Section 01731	Cutting and Patching	8/10/2018
Section 017839	Project Record Documents	8/10/2018
DIVISION 2	SITE CONSTRUCTION	
Section 02700	Clearing & Grubbing	8/10/2018
Section 02800	Landscape Work	8/10/2018
DIVISION 3	CONCRETE	
Section 03310	Concrete	8/10/2018
DIVISION 16	ELECTRICAL – ON DRAWINGS	

.5 Addenda, if any:

Number	Date
1	8/20/2018
2	8/28/2018

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.)

(Paragraph deleted)

(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,

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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
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
	W9 Request for Taxpayer Identification Number and Certification 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.

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

City of Mobile

Micor Inc dba MDS Construction

OWNER (Signature)

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

CONTRACTOR (Signature)

Michael D. Small, Owner/President
(Printed name and title)

ATTEST:

City Clerk



Director, Architectural/Engineering Department

Init.

EXHIBIT A
SUMMARY OF THE WORK
JAMES M. SEALS JR, PARK – PAVILION
540 TEXAS STREET
MOBILE, ALABAMA 36603
PRO-63-18

Summary of Work:

Base Bid: The project shall include providing and installing approximately 160 linear feet of 5" thick x 6' wide fiber mesh reinforced concrete sidewalk walking trail. Contractor shall protect all concrete after it is poured until the concrete has hardened enough to prevent indenture vandalism.

Provide and install: one (1) trash receptacle on a 4' x 4' x 4" thick concrete pad, one (1) grill on a 9' x 9' x 4" thick concrete pad, two (2) grills on 5' x 5' x 4" thick concrete pad, one (1) 28 foot octagon shelter over 4 inch reinforced concrete slab with expansion joints, one (1) six foot picnic table, two (2) eight foot ADA accessible picnic tables. Paint two (2) handicapped parking spaces with 5.5 foot wide loading area between and install ADA compliant handicapped curb ramp.

END OF SUMMARY OF THE WORK



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

MICOR Inc
DBA MDS Construction
9897 Suburban Dr
Fairhope AL 36532

SURETY:

(Name, legal status and principal place of business)

Auto-Owners Insurance Company
6101 Anacapri Blvd
Lansing MI 48917

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.

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

OWNER:

(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile AL 36633

CONSTRUCTION CONTRACT

Date:

Amount: \$ 66,950.00 Sixty six thousand nine hundred fifty and no/100

Description:

(Name and location)

66278282
Pavilion James M Seals Park

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 66,950.00

Modifications to this Bond: ☒ None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: 

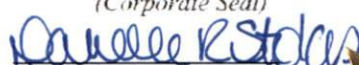
Name and Title: Michael D. Small

Title: owner/pres.

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature: 

Name and Title: Danelle R Stokes

Title: Attorney in Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

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User Notes:

(3B9ADA18)



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

MICOR Inc
DBA MDS Construction
9897 Suburban Dr
Fairhope AL 36532

OWNER:

(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile AL 36633

CONSTRUCTION CONTRACT

Date:

Amount: \$ 66,950.00 Sixty Six Thousand Nine Hundred Fifty and no/100

Description:

(Name and location)

66278282
Pavilion James M Seals Park

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 66,950.00

Modifications to this Bond:

X

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

[Signature of Michael D. Small]

Name and *Michael D. Small*

Title: *Owner/Pres.*

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

(Corporate Seal)

Signature:

[Signature of Danelle R Stokes]

Name and

Danelle R Stokes

Title:

Attorney in Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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.

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Init.

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User Notes:

(3B9ADA13)

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66278282

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint **DANELLE R STOKES**

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 10, 2022

Susan E. Theisen

Susan E. Theisen

Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 1ST day of OCTOBER, 2018

William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel





MICOINC-01

STOKESD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2018

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).

PRODUCER S.S. Nesbitt & Company 1110 Montlamar Dr., Suite 400 Mobile, AL 36609	CONTACT NAME: Amy Waldrop, CISR PHONE (A/C, No, Ext): 7245 FAX (A/C, No): E-MAIL ADDRESS: awaldrop@ssnesbitt.com														
INSURED MICOR Inc dba MDS Construction 9897 Suburban Dr Fairhope, AL 36532	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER B : Auto Owners</td> <td>18988</td> </tr> <tr> <td>INSURER C : Alabama HomeBuilders Self Insurers Fund</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Owners Insurance Company	32700	INSURER B : Auto Owners	18988	INSURER C : Alabama HomeBuilders Self Insurers Fund		INSURER D :		INSURER E :		INSURER F :	
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	38541487	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED AND NONOW \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	44-541-487-00	06/25/2018	06/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	44-541-487-01	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	001-2018-17228-00	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/rented			38541487	05/15/2018	05/15/2019	Equipment \$ 5,000

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

Project: James M. Seals, Jr. Park Pavilion

Project #: PR-063-18

City of Mobile is included as an Additional Insured in respect to General 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, and Workers Compensation and Employers Liability. 30 day notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
 Architectural Engineering Dept.
 PO 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

E-Verify



Company ID Number: 562944

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-454-4216.
Approved by:

Employer MICOR INC.	
MICHAEL SMALL	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date
5/30/12	
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	MICOR INC.
Company Facility Address:	3837 GURBURNAM
	RAIRHOPE, AL 36632
Company Alternate Address:	

E-Verify



Company ID Number: 562944

Country of Origin:	ALABAMA
Employer Identification Number:	41340074
North American Industry Classification System Code:	238
Supervisor:	
Number of Employees:	1 to 4
Number of Sites Verified for:	
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)



AGENDA ITEM SUMMARY SHEET

Agenda of: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
summary sheet	Cover Memo	10/10/2018
01-717	Cover Memo	10/10/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Henley, Jennifer	Approved	10/10/2018 - 9:44 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 10/9/2018

Submitted by:

Don Rose, Procurement Department

Sponsored by:

Mayor Stimpson, Council VP Manzie

Purpose and Scope of Project:

To provide parking management services for City controlled parking downtown

Amount of Contract:

\$77,976 + expenses and incentives

Effective Date of Contract:

11/1/2018

Renewal Date of Contract:

10/31/2021

Funding Source

Project #

Project String

Budget Amendment REDUCE INCREASE

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Agenda Summary, Resolution, Contract	Cover Memo	10/4/2018

REVIEWERS:

Department Reviewer	Action	Date
Accounting Christian, Rebecca	Approved	10/4/2018 - 2:07 PM
Legal Hill, Ashton	Approved	10/4/2018 - 1:18 PM
Mayors Office Wesch, Paul	Approved	10/4/2018 - 2:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: Mayor Stimpson, Council Vice President Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Management Services Agreement, by and between the City of Mobile and REPUBLIC PARKING SYSTEM, LLC, in the amount of approximately \$77,976 plus expenses and incentive fees, for operation and management of on street and other City-controlled parking downtown, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

City Clerk

PARKING MANAGEMENT AGREEMENT

This AGREEMENT is dated as of _____ by **Republic Parking System, LLC** ("Republic"), and **City of Mobile** (the "City").

WHEREAS, the City has a parking program consisting of on-street parking spaces and off-street parking facilities in downtown Mobile (the "Parking Program");

WHEREAS, Republic provides professional parking management services to municipalities;

AND WHEREAS, the City desires to engage Republic to manage the Parking Program and Republic desires to manage the Parking Program;

NOW, THEREFORE, the City and Republic agree as follows:

1 Engagement

- 1.1 The City hereby engages Republic to operate and manage the Parking Program in accordance with the terms and conditions of this Agreement and the specifications of the City respecting operation of the Parking Program, as communicated to Republic from time to time, including (without limitation), labor schedules, parking rates and times, technology, permit programs, space utilization, enforcement, special conditions for parkers and parking arrangements for the tenants or employees of the City. Republic is expected and required to instill and maintain a strong focus on customer service in all of its employees, demonstrate expertise and professionalism in parking management and enforcement, and provide a stable, well-trained workforce to the provide an efficient and effective Parking Program. Republic's operation of the program will be consistent with the City's Request for Qualifications (RFQ 2018-004), and Republic's representations in its responses to RFQ 2018-004, which are hereby incorporated by reference.
- 1.2 The "Parking Program" to be managed by Republic will consist of metered, timed, paid, or permitted parking spaces and facilities on the City right of way or on property owned by the City in Mobile's Central Business District or immediately proximate to that location. These include all currently metered, timed, paid, or permitted parking spaces, and may include additional spaces as directed by the City in coordination with Republic.
- 1.3 The reservation by the City of any rights granted by this Agreement, or the exercise by the City or by any party authorized by law of a right to inspect goods provided or services performed by Republic, shall in no case be construed or considered as controlling or attempting to control the performance of the work of Republic. Except as may otherwise be agreed between the City and Republic in writing, any such rights of approval over the general methods employed by Republic shall be limited to those matters affecting the maintenance of good public

relations and the safety of the City's personnel and facilities. In all cases, Republic's status shall remain that of an independent contractor, and nothing in this Agreement will be construed to create a fiduciary relationship, partnership or joint venture between the parties, nor to limit, in any manner, either party in the carrying out of its own business or activities.

2 Term and Termination

- 2.1 The term of this Agreement will be for **three years**, from **November 1, 2018**, (the "Commencement Date") until **October 31, 2021**, unless terminated earlier as may be permitted in this Agreement. The initial term and any extension or renewal thereof is collectively called the "Term". Each twelve (12) consecutive month period beginning on the first day of **November** and continuing through the last day of the following **October** during the Term of this Agreement will be referred to as an "Operating Year."
- 2.2 At the conclusion of the initial three year Term of this Agreement, the City shall have the option to extend the Agreement for an additional Two year period (the "Extension Period").
- 2.3 Either party will have the right to terminate this Agreement if the other party is in breach of a material term or condition of this Agreement and fails to cure the breach within **thirty (30)** days, or such additional time as is reasonably necessary, of its receipt of written notice from the innocent party specifying the nature of the breach. Upon such termination, neither party will have any responsibility to the other except for any provision of this Agreement which expressly survives termination, and except for all amounts accruing due and payable between the parties as of the effective termination date, which shall be paid within thirty (30) days.
- 2.4 The City will have the right to terminate this Agreement at any time, with or without cause, upon not less than **ninety (90)** days prior written notice to Republic, subject to the terms and conditions herein.
- 2.5 Upon termination of Republic's service for any reason, including expiration of this Agreement, Republic, and all persons holding or claiming under Republic, shall surrender possession of the parking facilities, or any related facility or lot, to the City, maintained as provided for in this Agreement. Upon such termination, Republic shall have the right to remove from the City's facilities all personal property, tools, machinery, and trade fixtures and equipment owned by Republic at its own expense, provided, however, that Republic shall repair any damage to the City's property caused by the removal of such property. If a facility is not surrendered as provided above, Republic shall pay the City all amounts of damage incurred by the removal of Republic's property.

3 Management Fee

- 3.1 In this Agreement:

- (a) "Balance of Revenue" means Gross Revenue minus Operating Expenses;
- (b) "Gross Revenue" means all revenue, whether hourly, daily or monthly, collected by the City or Republic from parking program customers in connection with the operation of the Parking Program, but not to include pass-through charges directly from customers to third-party vendors such as credit card or software transaction fees. The City will promptly and accurately report to Republic all Gross Revenue collected directly by the City;
- (c) "Meter Revenue" means annual revenues derived from the Program parking meters, including payments received from mobile phone applications, but not to include pass-through charges directly from customers to third-party vendors such as credit card or software transaction fees;
- (d) "Net Meter Revenue" means Meter Revenue minus Operating Expenses;
- (e) "Operating Expenses" means those expenses, including Taxes thereon, attributable to operation of the Parking Program including, but not limited to, those expenses set out in **Exhibit A** attached and incorporated into this Agreement, but excluding the Base Management Fee. Operating Expenses are those expenses included in the approved Operating Budget or otherwise specifically approved by the City. Certain costs, as set forth on Exhibit B, are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and will be borne directly by the City;
- (d) "Taxes" means all transaction value, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Parking Program, but excludes taxes on income, real property and capital; and,
- e) "Operating Budget" - Not less than one hundred twenty (120) days prior to each applicable Fiscal Year, Republic shall prepare and cause to be delivered to the City for its review and consideration a written draft operating budget in connection with the operation of the Parking Program, which draft operating budget shall contain an estimate for each such Fiscal Year on a monthly basis of gross revenues, operating expenses (including estimated City expenses) and capital expenditures.

Upon review of the draft operating budget prepared by the Republic and such other reviews and considerations as the City determines are reasonable and necessary, the City shall adopt an operating budget for the Parking Facilities and shall, at least thirty (30) days prior to the start of the Fiscal Year, cause the operating budget to be delivered to the Republic.

Republic shall operate within the approved operating budget and shall not exceed the total approved expenses without prior authorization from the City. Republic shall include in its monthly statements delivered pursuant to Section 3.4 a

comparison of actual operating figures with budget operation figures as set for in the operating budget.

For the initial fiscal year, the Operating Budget will be as agreed upon in Schedule C, in consideration of the planned Equipment List in Schedule C and Amortization Schedule in Schedule D.

3.2 As compensation for the services rendered by Republic, the City will pay Republic:

(a) a base monthly management fee of **\$2,166** (the “Base Management Fee”); plus

(b) an annual incentive fee (the “Incentive Fee”) equal to **8.5%** of the amount by which the Operating Year Net Meter Revenue exceeds \$240,000.00. The Incentive Fee shall be calculated and paid within thirty (30) days of the conclusion of each Operating Year during the Term of this Agreement, and any extension thereof.

(c) The Management Fee is to be increased to \$2,250 per month on the 4th and 5th year of the agreement.

3.3 Republic shall transfer to the City all revenue received from its management and operation of City parking lots, public streets and applicable meters and any revenue generated from citations or penalties related to violation of parking regulations or ordinances, and any other revenue related to City parking facilities. This revenue shall be deposited into a bank account owned and managed by the City. The City shall be responsible for providing and using its own Merchant Identification Number in connection with all debit card and credit card transactions.

3.4 The City shall pay Republic the Management Fee and reimburse Operating Expenses monthly upon receipt and approval of a detailed revenue and expense statement as required by the RFQ/RFP and this Contract. The City will make payments within 30 days of the date of receipt of an accurate and properly submitted invoice.

3.4 Republic will collect applicable Taxes, if any, paid by customers of the Parking Program, and remit them to the taxing authority as required by law.

3.5 If this Agreement commences on any date other than the first of the month, then the parties will adjust all revenues, expenses, deposits and accounts receivable as of midnight the evening before the Commencement Date.

4 Staff

4.1 Republic will employ or retain the services of all personnel necessary to operate the Parking Program in accordance with the terms of this Agreement and the requirements of the City and will provide, at no additional cost to the City, all necessary executive and supervisory personnel who are not stationed at the

Parking Program but are required for the proper management of the Parking Program. Republic shall be solely responsible for the hiring, direction, discipline, promotion and discharge of its employees. All Parking Program personnel will wear neat and clean uniforms.

- 4.2 The City may require Republic to increase or decrease the number of persons employed at, or in respect of, the Parking Program. The City will have the right, acting reasonably, to require the removal from the Parking Program of any employee whose conduct, background, experience, appearance, or demeanor is not reasonably satisfactory to the City.
- 4.3 Republic will maintain and provide the City with a list of all key personnel involved with the project, and will provide the City with timely written notice of any changes in key personnel.

5 Complaints

- 5.1 Republic agrees to receive, handle and record in an accessible, prompt and courteous manner all complaints received from patrons of the Parking Program. Republic will provide a written monthly report to the City of the complainant's name and contact information, date, time, location, nature, and resolution of complaints received related to complaints from the previous month.

6 Compliance With Laws

- 6.1 Republic will comply with all federal, state and municipal laws, ordinances and regulations pertaining to its operations at the Parking Program including, without limitation, laws relating to equal opportunity employment and federal, state and municipal tax withholding laws. Any reasonable expense incurred by Republic by reason of this section will be included as an Operating Expense.
- 6.2 Republic agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.
- 6.3 Republic 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.

7 Maintenance and Facilities

- 7.1 Republic is responsible for the acquisition and maintenance of the real property space from which to operate the Parking Program at Republic's expense for rent and utilities.
- 7.2 Republic will maintain all on-street parking equipment, meters, and signage in accordance with the requirements of Exhibits A and B.
- 7.3 The City does not initially intend that Republic will manage City off-street parking garage facilities. The City does expect that Republic will manage some off-street City parking lots at some future time, and addition of any off street parking management as part of the Parking Program will occur only after mutual agreement on amendment to the Parking Program budget. This agreement does not guarantee that City will include in the Parking Program any City parking facilities, including any facilities that the City may acquire or put under professional management during the term of this contract.
- 7.4 Republic will maintain the Parking Program parking equipment and signage in working order, including but not limited to parking meters, enforcement equipment and revenue control system. Republic will consult with the City to develop a mutually agreeable written schedule of additional routine maintenance obligations for the Parking Program. The City acknowledges and agrees that periodic minor repairs made by Republic as a customer service gesture shall not be construed as modifying its agreed schedule of maintenance obligations. The parties further agree that Republic shall not be responsible for capital or structural repairs or replacements pursuant to this Agreement, and shall not assume the role of general contractor on behalf of the City unless otherwise expressly agreed in writing. Republic shall conduct its repair and maintenance activities in a timely and economical manner.
- 7.5 Republic will maintain the Parking Program in a clean, neat and orderly condition, free of dirt, garbage and other refuse. The City agrees to maintain the sidewalks and curb cuts adjacent to the Parking Program parking spaces in accordance with applicable municipal bylaws, if any. The City will also be responsible for all Parking Program repairs of a capital or structural nature, including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Program, sinkholes, and repair or maintenance of fire and ventilation systems and elevators. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements will be the sole responsibility of the City. It is agreed that any Claims (defined below) resulting from design or structural faults or defects shall be the responsibility of the City.

8 Controls for Deposits and Disbursements

- 8.1 Republic will maintain a system of internal controls covering income and expenses. All records pertaining to Gross Revenue including, without limitation, parking tickets, monthly parking records, coupon and validation stamp sales and redemption records, cash register tapes, cashier reports, daily reports and deposit slips, as well as all records pertaining to disbursements, will be available for examination and audit to the City and its authorized representatives upon five (5) days written notice by the City to Republic.

9 Insurance

- 9.1 Republic will obtain and maintain the following types of insurance in not less than the indicated amounts with companies authorized to do business in the state of Alabama:

- (a) worker's compensation insurance in statutory limits;
- (b) commercial general liability insurance for bodily injury and property damage in the amount of \$2,000,000 per occurrence and naming the City as an additional insured with respect to liability arising out of the operations of Republic; and
- (c) employee dishonesty insurance on all of its employees in an amount of not less than \$50,000 per occurrence.

- 9.2 Republic will furnish to the City certificates evidencing the foregoing insurance, upon request, and such certificates will contain an endorsement providing that the insurer shall provide thirty (30) days' notice to the certificate holder in the event of cancellation but that any failure to do so shall impose no obligation on Republic or its agents or representatives. Premiums with respect to the policies which Republic must obtain and any deductibles thereunder will be paid by Republic and will constitute Operating Expenses. Any losses not covered by the foregoing insurance will constitute expenses of the City.

10 Indemnities

- 10.1 Except with respect to items designated as Operating Expenses in this Agreement, Republic will, at its own cost and expense, defend, indemnify and hold the City harmless from and against any and all claims, actions, liabilities, losses, costs and expenses, including reasonable legal fees and disbursements (individually and collectively, "Claims") suffered by the City by reason of claims of third parties and attributable to the negligence or willful misconduct of Republic or any of its employees or agents, including, without limitation, claims arising from property damage or injury or death to any person, except for and to the extent arising from the negligence or willful misconduct of the City and those for whom it is responsible at law.

11 Security

11.1 The City expressly acknowledges that Republic's obligations in connection with the management, operation and promotion of the Parking Program, and related employment of staff, do not include the provision of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Program and their respective personal property. Republic does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Republic's employees undertake the obligation to guard or protect customers and their property against the intentional acts of third parties. The City will determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons and their personal property in and about the Parking Program.

11.2 Nothing in this Section shall be construed to derogate from Republic's responsibility to be attentive to activities within the Parking Program that are discernible to Republic's staff or from its responsibility to report any security matters that come to Republic's attention. If the City elects to retain the services of a security contractor, Republic shall communicate and coordinate with the contractor to facilitate an effective security presence in the Parking Program.

12 Waiver of Subrogation

12.1 Except as otherwise specifically provided in this Agreement, Republic and the City waive all rights of recovery against each other for loss or damage arising from any cause insured against by their respective policies of insurance up to the stated limits of those policies, save and except for any deductible amount.

13 Assignment

13.1 This Agreement may not be assigned by Republic without the prior written consent of the City, which consent will be reasonably granted or withheld at the City's sole discretion, except that Republic shall not be required to seek consent where Republic's parent entity owns (directly or indirectly) at least a 50% interest in the assignee.

14 Permits and Licenses

14.1 The City agrees that the Parking Program may be used as a commercial parking Program. Republic will apply for and secure, in its own name, all municipal permits and licenses required for the Parking Program and carry out the responsibility under all such permits and licenses to the public and to the agencies having jurisdiction. Any expenses incurred by Republic in discharging its responsibilities under this Section will be Operating Expenses.

15 Equipment

- 15.1 The City acknowledges that Republic will, at its own expense, install at the Parking Program the new parking equipment and/or signage described on Schedule "D" (collectively, including Taxes and installation charges, the "Equipment").
- 15.2 The City shall reimburse Republic for the cost of the Equipment, which shall be amortized over a 36-month period, commencing as of the installation of the Equipment (or such other date as the parties may mutually agree), at an interest rate of **6.75%** per annum. The expected amortization schedule is attached to this Agreement as Schedule "E". The City hereby authorizes Republic to deduct the monthly amortization amount as an Operating Expense. The City reserves the right to prepay any or all of the outstanding equipment cost without penalty. City prepayment will result in recalculation of the amortization schedule to reflect the City's outstanding balance owed and term remaining.
- 15.3 The Equipment will remain the property of Republic until the City has paid to Republic the full cost of the Equipment plus interest, if any. Republic, on the City's behalf, will purchase personal property insurance to cover the Equipment naming Republic as the initial loss payee on such policy. The cost of the insurance will be an Operating Expense.
- 15.4 The City will pay to Republic the remaining unamortized cost of the Equipment:
- (a) upon the termination of this Agreement for any reason prior to payment in full of the Equipment, plus interest, if any; or
 - (b) at any time during the Term at the City's sole discretion,
- and in any such event, upon payment by the City, Republic will deliver to the City a bill of sale transferring the Equipment to the City upon request.

16 Notices

- 16.1 Any notice, approval or other communication required under this Agreement will be deemed given if sent by courier or mail, with confirmation of receipt by signature, to the address set forth below or to such other address as was last designated by a written notice of the other party:

If to the City:

**City Attorney
City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827**

If to Republic:

**Ty Stafford, CEO
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450**

With a copy to:

General Counsel, Republic

300-601 W. Cordova Street, Vancouver, British Columbia V6B 1G1

19 Modification

- 19.1 This Agreement constitutes the entire agreement between the parties, and it may not be amended or modified except in a written document signed by each party.

20 Severability

- 20.1 If, for any reason, any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

21 Benefits and Burdens

- 21.1 The terms and conditions of this Agreement will be binding upon and will inure to the benefit of the City, Republic and their respective successors and assigns. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

24 Survival

- 24.1 The indemnities set out in this Agreement, and the financial obligations of the parties to each other accruing up to the effective date of termination, shall survive the expiry or earlier termination of this Agreement.

25 Governing Law

- 25.1 This Agreement will be governed by and construed in accordance with the laws of the state of Alabama, and venue for any civil litigation between the parties hereto shall be in the Circuit or District Court of Mobile County, Alabama.

26 Signatures

IN WITNESS WHEREOF, the City and Republic have caused this Agreement to be executed as of the date first set forth above.

Republic Parking System



Title: Ty Stafford, CEO

10-2-2018
Date

City of Mobile

By Its Mayor:

Date

Attest, City Clerk

EXHIBIT A

LIST OF OPERATING EXPENSES

- (i) Wages of supervisory personnel assigned to the Parking Program, attendants, cashiers, clerical and audit staff including Payroll Overhead. Payroll Overhead shall include applicable payroll taxes, worker's compensation, unemployment insurance, social security, health and life insurance, 401(k) matches, and administration of these programs, and shall be charged out as a single Operating Expense at a rate of 28% of total payroll
- (ii) Repair and maintenance of the equipment
- (iii) Ticket supply, cards and decals
- (iv) Power and hand sweeping and cleaning, and line painting as required
- (v) Insurance costs, including premiums and loss control measures, and the cost of any claims, including deductible or reimbursement clause amounts and including settlements, judgments, court appearances and reasonable legal fees and related costs and disbursements
- (vi) Postage, noticing and invoicing
- (vii) Telephone
- (viii) Uniforms
- (ix) Payroll processing
- (x) Accounting, including costs of audits, if applicable
- (xi) Vehicle and equipment expenses, including applicable equipment licenses and fees
- (xii) Bank and credit card processing charges and chargebacks
- (xiii) Employee costs including background checks
- (xiv) Miscellaneous or indirect expenses
- (xv) Office rental and utilities

EXHIBIT B

EXPENSES TO BE DIRECTLY PAID BY CITY

- (i) Elevator and plant equipment service and maintenance contracts, if applicable
- (ii) Utilities charges, except for any space leased directly by Republic
- (iii) Real and personal property taxes of the Parking Program, and any other taxes, rates, charges, or assessments levied, rated, charged, or assessed against the Parking Program, the operation thereof, the Business of parking motor vehicles in the Parking Program, and the Management Fee, including, without limitation, any tax directed, directly or indirectly, at the parking of motor vehicles. This would not include any real
- (iv) Cost of premiums for fire and extended coverage insurance for City owned off-street parking facilities.
- (v) Capital expenditures, improvements, alterations, additions and all costs associated with structural repairs and improvements made to the Parking Program for City owned off-street parking facilities.

EXHIBIT C INITIAL ANNUAL BUDGET (does not include Capital Amortization)

City of Mobile														REPUBLIC
Operating Expense Budget														an Impact company
November 2018 - October 2019														
On-Street Program Summary														
Revenue	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total	
Meter - Coin	\$ 38,000	\$ 38,000	\$ 36,000	\$ 35,000	\$ 40,000	\$ 42,000	\$ 46,000	\$ 45,000	\$ 49,000	\$ 46,000	\$ 40,000	\$ 43,000	\$ 494,000	
Meter - Credit	\$ -	\$ -	\$ 4,200	\$ 5,600	\$ 6,000	\$ 6,600	\$ 6,900	\$ 7,500	\$ 8,500	\$ 8,500	\$ 9,500	\$ 10,500	\$ 73,800	
Meter - Pay by Cell	\$ -	\$ -	\$ 500	\$ 650	\$ 800	\$ 950	\$ 1,100	\$ 1,200	\$ 1,400	\$ 1,600	\$ 1,600	\$ 1,600	\$ 11,400	
Citations	\$ 12,000	\$ 16,000	\$ 18,000	\$ 18,000	\$ 21,000	\$ 20,000	\$ 22,000	\$ 22,000	\$ 24,000	\$ 22,000	\$ 20,000	\$ 22,000	\$ 237,000	
Meter Bagging	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenue	\$ 50,500	\$ 54,500	\$ 59,200	\$ 59,750	\$ 64,300	\$ 69,050	\$ 72,500	\$ 77,200	\$ 83,400	\$ 78,600	\$ 71,600	\$ 77,600	\$ 822,200	
Operating Expenses														
Payroll														
Management	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 5,710	\$ 68,520	
Administration	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 2,774	\$ 33,288	
Enforcement	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 49,200	
Meter Technician	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 26,400	
Total Payroll	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 14,784	\$ 177,408	
Payroll OH	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 49,674	
Hiring & Recruiting	\$ 525	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,000	
Training	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	
Uniforms	\$ 900	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,000	
Liability Insurance	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 1,232	\$ 14,784	
Vehicle Insurance	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 7,404	
Vehicle Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,000	
Meter Data Fees	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 25,000	
Meter Sensor Fees	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 12,000	
Credit Card Fees - Meters	\$ -	\$ -	\$ 168	\$ 224	\$ 240	\$ 264	\$ 276	\$ 300	\$ 340	\$ 340	\$ 380	\$ 420	\$ 2,952	
Marketing & Promotion	\$ 900	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 1,775	
Cell Phone	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 5,400	
Internet	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 2,700	
Fuel	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600	
Repairs & Maintenance	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000	
Signage Repairs	\$ 2,500	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 3,050	
Tools	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000	
Enforcement Software License	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 22,500	
LPR System License	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 9,750	
Smart Parking Dashboard	\$ -	\$ -	\$ -	\$ 6,000	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150	\$ 23,200	
Payroll Processing	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000	
Postage	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600	
Noticing	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 9,000	
RO Acquisition	\$ 500	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,600	
Office Expense	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 30,000	
Total Operating Expenses	\$ 34,810	\$ 29,410	\$ 33,278	\$ 39,534	\$ 35,700	\$ 36,224	\$ 35,736	\$ 35,760	\$ 35,800	\$ 35,800	\$ 35,840	\$ 35,880	\$ 423,772	
Base Management Fee	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 26,004	
Incentive Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Management Fee	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 2,167	\$ 26,000	
Net Operating Surplus	\$ 13,523	\$ 22,923	\$ 23,755	\$ 18,049	\$ 30,433	\$ 30,659	\$ 34,597	\$ 39,273	\$ 45,433	\$ 40,633	\$ 33,993	\$ 39,553	\$ 372,428	



City of Mobile
Operating Expense Budget
 November 2018 - October 2019

Meter Program



Revenue	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
Meter - Coin	\$ 38,000	\$ 38,000	\$ 36,000	\$ 35,000	\$ 40,000	\$ 41,000	\$ 42,000	\$ 45,000	\$ 49,000	\$ 46,000	\$ 40,000	\$ 43,000	\$ 494,000
Meter - Credit	\$ -	\$ -	\$ 4,200	\$ 5,600	\$ 6,000	\$ 6,600	\$ 6,900	\$ 7,500	\$ 8,500	\$ 8,500	\$ 9,500	\$ 10,500	\$ 73,800
Meter - Pay by Cell	\$ -	\$ -	\$ 500	\$ 650	\$ 800	\$ 950	\$ 1,100	\$ 1,200	\$ 1,400	\$ 1,600	\$ 1,600	\$ 1,600	\$ 11,400
Citations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter Bagging	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 38,500	\$ 38,500	\$ 41,200	\$ 41,750	\$ 47,300	\$ 49,050	\$ 50,500	\$ 55,200	\$ 59,400	\$ 56,600	\$ 51,600	\$ 55,600	\$ 585,200

Operating Expenses

Payroll													
Management	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 34,260
Administration	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 16,644
Enforcement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter Technician	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 26,400
Total Payroll	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 6,442	\$ 77,304
Payroll OH	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 1,804	\$ 21,645
Hiring & Recruiting	\$ 350	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 900
Training	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Uniforms	\$ 450	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 1,000
Liability Insurance	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 7,392
Vehicle Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter Data Fees	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 25,000
Meter Sensor Fees	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 12,000
Credit Card Fees - Meters	\$ -	\$ -	\$ 168	\$ 224	\$ 240	\$ 264	\$ 276	\$ 300	\$ 340	\$ 340	\$ 380	\$ 420	\$ 2,952
Marketing & Promotion	\$ 900	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 1,725
Cell Phone	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Internet	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 900
Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
Signage Repairs	\$ 2,500	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 3,050
Tools	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
Enforcement Software License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LPR System License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Smart Parking Dashboard	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,200
Payroll Processing	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,500
Postage	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RO Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Expense	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 15,000
Total Operating Expenses	\$ 15,512	\$ 11,287	\$ 15,155	\$ 21,211	\$ 17,377	\$ 17,651	\$ 17,413	\$ 17,437	\$ 17,477	\$ 17,477	\$ 17,517	\$ 17,557	\$ 203,068
Base Management Fee	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,000
Incentive Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Management Fee	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,000
Net Operating Surplus	\$ 21,988	\$ 26,213	\$ 25,045	\$ 19,539	\$ 28,923	\$ 30,399	\$ 32,087	\$ 36,763	\$ 40,923	\$ 38,123	\$ 33,083	\$ 37,043	\$ 370,132

City of Mobile
Operating Expense Budget
November 2018 - October 2019

Enforcement



	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19 New Meters, Pay by Phone and LPR Technology in Place	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
Revenue													
Meter - Coin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter - Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter - Pay by Cell	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Citations	\$ 12,000	\$ 16,000	\$ 18,000	\$ 18,000	\$ 21,000	\$ 20,000	\$ 22,000	\$ 22,000	\$ 24,000	\$ 22,000	\$ 20,000	\$ 22,000	\$ 237,000
Meter Bagging	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 12,000	\$ 16,000	\$ 18,000	\$ 18,000	\$ 21,000	\$ 20,000	\$ 22,000	\$ 22,000	\$ 24,000	\$ 22,000	\$ 20,000	\$ 22,000	\$ 237,000

Operating Expenses

Payroll													
Management	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 2,855	\$ 34,260
Administration	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 1,387	\$ 16,644
Enforcement	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 49,200
Meter Technician	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Payroll	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 8,342	\$ 100,104
Payroll OH	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 2,336	\$ 28,029
Hiring & Recruiting	\$ 175	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 775
Training	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Uniforms	\$ 450	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 1,000
Liability Insurance	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 616	\$ 7,392
Vehicle Insurance	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 617	\$ 7,404
Vehicle Repairs	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,800
Meter Data Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter Sensor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Card Fees - Meters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing & Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cell Phone	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
Internet	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Fuel	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
Repairs & Maintenance	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
Signage Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enforcement Software License	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 22,500
LPR System License	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 813	\$ 9,750
Smart Parking Dashboard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Processing	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,500
Postage	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,400
Noticing	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 9,000
RO Acquisition	\$ 500	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,600
Office Expense	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 15,000
Total Operating Expenses	\$ 19,298	\$ 18,123	\$ 18,123	\$ 18,323	\$ 18,323	\$ 18,573	\$ 18,323	\$ 18,323	\$ 18,323	\$ 18,323	\$ 18,323	\$ 18,323	\$ 220,704
Base Management Fee	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 14,004
Incentive Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Management Fee	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 14,004
Net Operating Surplus	\$ (8,465)	\$ (3,290)	\$ (1,290)	\$ (1,490)	\$ 1,510	\$ 260	\$ 2,510	\$ 2,510	\$ 4,510	\$ 2,510	\$ 510	\$ 2,510	\$ 2,292

EXHIBIT D

CAPITAL EQUIPMENT LIST & ESTIMATED PRICING

Liberty Meter System, w/Sensors (400 units)	\$ 217,480
Freight & Handling (estimated)	\$ 6,500
Meter Pole Installation (100 units @ \$220)	\$ 22,000
Enforcement Vehicle - Prius	\$ 26,457
Collection Vehicle - RAV4	\$ 25,206
Coin Counting Equipment	\$ 3,750
LPR System - Genetec	\$ 47,500
Enhanced Street Signage (90 signs @ \$125)	\$ 11,250
Total	\$ 360,143

Equipment detail on following pages.

Single-Space Meter LNG and Sensor Quote

Duncan Parking Technologies, Inc.



Prepared for: Republic Parking for City of Mobile
 Quote ID: 18 09 14 500b
 Sales Rep: Jeff Rock

Ship-to Region: AL
 Due Date: 09/17/2018
 Expiry Date: 11/01/2018

Product ID	Description	Unit Price	Qty	Extended Price
1. Single Space Meters				
SSM - LNG	Liberty Next Gen (LNG) Single Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer and New Lexan Dome. Please specify Housing Model.	\$ 275.00	400	\$ 110,000.00
INSTALL - LNG	Field Installation of Liberty Meters	\$ 25.00	400	\$ 10,000.00
Subtotal				\$ 120,000.00
2. Single Space Meter Parts				
58883	Spare Rechargeable Battery for Liberty Meter	\$ 59.00	30	\$ 1,770.00
8907-1	30-Bay Battery Charging Station	\$ 1,581.00	1	\$ 1,581.00
8880	Liberty Collection Card	\$ 10.00	10	\$ 100.00
8881	Liberty Technician Card	\$ 10.00	10	\$ 100.00
Subtotal				\$ 3,551.00
3. Project Services				
PM - TRAIN	Training support and customer-specific meter and back office configuration (locations, numbering, hours, rates, screens, credit card process, cell service), systems testing and implementation. PEMS training session for project staff including maintenance, enforcement, finance and management.	\$ 3,000.00	1	\$ 3,000.00
Subtotal				\$ 3,000.00
4. Vehicle Detection Sensors/Communications Gateways				
SENS-Sx	Sx Vehicle Sensor (Subterranean mounted, integrated with LNG Single Space meters).	\$ 125.00	400	\$ 50,000.00
INSTALL - SEN	Field Installation of Sensor	\$ 10.00	400	\$ 4,000.00
GATEWAY	Communications Gateway for Sensors (also allows Mobile Payments to be displayed on LNG Mechs).	\$ 400.00	16	\$ 6,400.00
INSTALL - SSM	Field Installation of Gateway	\$ 100.00	16	\$ 1,600.00
Subtotal				\$ 62,000.00
5. Freight				
FREIGHT	Freight/Shipping to the City (actual shipping and handling to be added to the final invoice).	TBD	1	TBD
Subtotal				TBD
Grand Total:				\$ 188,551.00
6. Monthly Fees				
				Monthly Total
SSM - CC - WIRE	Monthly communications fee and PEMS license - does not include Merchant Fees. Price is per meter per month.	\$ 6.25	400	\$ 2,500.00
SENS-Sx-WIRE	Monthly Wireless Fee for subterranean mounted Sx Vehicle Sensor. Price is per sensor per month.	\$ 3.00	400	\$ 1,200.00
GATEWAY-WL	Monthly Wireless Fee for Gateway (per gateway per month).	\$ 6.00	16	\$ 96.00
Subtotal: Monthly Fees				\$ 3,796.00
7. Transaction Fees				
OPT1 - CC - GTWY	Credit Card Gateway Fee (per transaction fee) If using Heartland Payment Systems as the merchant processor. (If a different merchant processor is required, a gateway transaction fee of \$0.06 will be charged per transaction but the per meter monthly communications fee and PEMS license fee (#6 above) will be reduced by \$0.75 to \$5.50)			
		\$0.00 Per Credit Card Transaction		
MOBILE FEE	Fee to display Mobile Payment on the meter (requires Communications Gateways listed with sensors)			
		\$0.00 Per Mobile Payment		

Continued on next page

Date/Time Printed: 09/17/2018 9:30 AM

Do not Disclose to Unauthorized Parties

Page 1 of 3

Single-Space Meter LNG and Sensor Quote

Duncan Parking Technologies, Inc.



Prepared for: Republic Parking for City of Mobile
Quote ID: 18 09 14 500b
Sales Rep: Jeff Rock

Ship-to Region: AL
Due Date: 09/17/2018
Expiry Date: 11/01/2018

Product ID	Description	Unit Price	Qty	Extended Price
8. Optional Meter Housing Parts				
63325	Lock Assembly, DE Door Lock (all will have the same new code assigned unless otherwise specified)	\$ 19.03	400	\$ 7,612.00
62058-4	DE VIP Door Lock Key (Code to match above Locks)	\$ 16.50	5	\$ 82.50
69208	Large Sealed Coin Box, DE (New Code to be assigned)	\$ 49.62	400	\$ 19,848.00
62000-S	Standard Collection Cart System (Code to match Coin Box)	\$ 1,386.00	1	\$ 1,386.00
Subtotal				\$ 28,928.50

9. Optional Extended Meter Warranties				
LNG - EXT - WARRANTY (5)	Optional Five Year Extended Warranty for Liberty Next Gen (covers Years 2-5. Year 1 warranty included in purchase price).	\$ 100.00	400	\$ 40,000.00
BATT-WARR (5)	Optional Five Year Battery Warranty (includes rechargeable battery warranty for Years 2-5 provided they are handled in accordance with manufacturer instructions. Year 1 warranty included in purchase price.)	\$ 40.00	400	\$ 16,000.00
Subtotal				\$ 113,857.00

10. Additional Requirements

Sales Tax, if applicable, has not been included.
Equipment is covered by a 1-year standard manufacturer's warranty.
Shipping Terms FOB Origin. Shipping and handling will be prepaid and added to the invoice.
Payment Terms: Net 30 Days.
Customer will be invoiced monthly in advance for recurring wireless service fees.
Lead-Time: 8-10 weeks after receipt of order and configuration information
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
Additional service and transaction processing costs apply from third parties, including: Credit card processing merchant fees. Customer is responsible for setting up credit card gateway compatible with credit card enabled meters. Contact your sales representative or project manager for additional details
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Print or Type Name

Email Address

Bill To Address:

Date

Print or Type Title

Phone Number

Ship To Address:

Continued on next page

Date/Time Printed: 09/17/2018 9:30 AM

Do not Disclose to Unauthorized Parties

Page 2 of 3

EXHIBIT E AMORTIZATION SCHEDULE

Loan Summary

Loan Amount:	\$360,143.00	Number of Payments:	36
Annual Interest Rate:	6.7500%	Periodic Payment:	\$11,079.05
Loan Date:	10/01/2018	1st Payment Due:	11/01/2018
Payment Frequency:	Monthly	Last Payment Due:	10/01/2021
Total Interest Due:	\$38,702.85	Total All Payments:	\$398,845.85

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	10/01/2018	0.00	0.00	0.00	360,143.00
1:1	11/01/2018	11,079.05	2,025.80	9,053.25	351,089.75
2:1	12/01/2018	11,079.05	1,974.88	9,104.17	341,985.58
2018 Totals:		22,158.10	4,000.68	18,157.42	
Running Totals:		22,158.10	4,000.68	18,157.42	
3:1	01/01/2019	11,079.05	1,923.67	9,155.38	332,830.20
4:1	02/01/2019	11,079.05	1,872.17	9,206.88	323,623.32
5:1	03/01/2019	11,079.05	1,820.38	9,258.67	314,364.65
6:1	04/01/2019	11,079.05	1,768.30	9,310.75	305,053.90
7:1	05/01/2019	11,079.05	1,715.93	9,363.12	295,690.78
8:1	06/01/2019	11,079.05	1,663.26	9,415.79	286,274.99
9:1	07/01/2019	11,079.05	1,610.30	9,468.75	276,806.24
10:1	08/01/2019	11,079.05	1,557.04	9,522.01	267,284.23
11:1	09/01/2019	11,079.05	1,503.47	9,575.58	257,708.65
12:1	10/01/2019	11,079.05	1,449.61	9,629.44	248,079.21
13:2	11/01/2019	11,079.05	1,395.45	9,683.60	238,395.61
14:2	12/01/2019	11,079.05	1,340.98	9,738.07	228,657.54
2019 Totals:		132,948.60	19,620.56	113,328.04	
Running Totals:		155,106.70	23,621.24	131,485.46	
15:2	01/01/2020	11,079.05	1,286.20	9,792.85	218,664.69
16:2	02/01/2020	11,079.05	1,231.11	9,847.94	209,016.75
17:2	03/01/2020	11,079.05	1,175.72	9,903.33	199,113.42
18:2	04/01/2020	11,079.05	1,120.01	9,959.04	189,154.38
19:2	05/01/2020	11,079.05	1,063.99	10,015.06	179,139.32
20:2	06/01/2020	11,079.05	1,007.66	10,071.39	169,067.93
21:2	07/01/2020	11,079.05	951.01	10,128.04	158,939.89
22:2	08/01/2020	11,079.05	894.04	10,185.01	148,754.88
23:2	09/01/2020	11,079.05	836.75	10,242.30	138,512.58
24:2	10/01/2020	11,079.05	779.13	10,299.92	128,212.66
25:3	11/01/2020	11,079.05	721.20	10,357.85	117,854.81
26:3	12/01/2020	11,079.05	662.93	10,416.12	107,438.69
2020 Totals:		132,948.60	11,729.75	121,218.85	
Running Totals:		288,055.30	35,350.99	252,704.31	
27:3	01/01/2021	11,079.05	604.34	10,474.71	96,963.98
28:3	02/01/2021	11,079.05	545.42	10,533.63	86,430.35
29:3	03/01/2021	11,079.05	486.17	10,592.88	75,837.47
30:3	04/01/2021	11,079.05	426.59	10,652.46	65,185.01
31:3	05/01/2021	11,079.05	366.67	10,712.38	54,472.63
32:3	06/01/2021	11,079.05	306.41	10,772.64	43,699.99
33:3	07/01/2021	11,079.05	245.81	10,833.24	32,866.75
34:3	08/01/2021	11,079.05	184.88	10,894.17	21,972.58
35:3	09/01/2021	11,079.05	123.60	10,955.45	11,017.13
36:3	10/01/2021	11,079.10	61.97	11,017.13	0.00
2021 Totals:		110,790.55	3,351.86	107,438.69	
Running Totals:		398,845.85	38,702.85	360,143.00	

Last payment increased by \$0.05 due to rounding

Calculation method: Normal, 360 days per year



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/02/2018

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).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:														
INSURED Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: State National Insurance Company Inc</td><td>12831</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C: Liberty Mutual Insurance Company</td><td>23043</td></tr><tr><td>INSURER D: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: State National Insurance Company Inc	12831	INSURER B: Travelers Property Casualty Company of Ame	25674	INSURER C: Liberty Mutual Insurance Company	23043	INSURER D: National Union Fire Insurance Company of P	19445	INSURER E:		INSURER F:	
INSURER	NAIC #														
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INSURER C: Liberty Mutual Insurance Company	23043														
INSURER D: National Union Fire Insurance Company of P	19445														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W8309760

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	Y	RDN-10002-CGX	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			RDN-10003-CAX	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 10,000			RDN-10005-UMX	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	TC2JUB-2J703373-18	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Automobile Liability (MA)			RDN-10004-CAX	07/01/2018	07/01/2019	Any Auto Limit: \$1,000,000

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

A.M. Best Ratings

State National Insurance Company: A

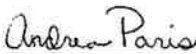
National Union Fire Insurance Company of Pittsburgh: A

Travelers Property Casualty Company of America: A++ (Superior)

Liberty Mutual Insurance Company: A

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO 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 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability when required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured.
 Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability when required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured.

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America
 POLICY NUMBER: TRJUB-2J703361-18 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

NAIC#: 25674

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability	E.L. Each Accident:	\$1,000,000
	E.L. Disease Ea. Emp:	\$1,000,000
	E.L. Disease Policy:	\$1,000,000

INSURER AFFORDING COVERAGE: Liberty Mutual Insurance Company
 POLICY NUMBER: TL1-B71-171336-018 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

NAIC#: 23043

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability (\$25,000,000 Xs \$15,000,000)	Limit:	\$25,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: 64682164 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime - Employee Dishonesty Money & Securities	Broad Form	\$5,000,000

INSURER AFFORDING COVERAGE: State National Insurance Company Inc
 POLICY NUMBER: RDN-10003-CAY EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

NAIC#: 12831

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit:	\$1,000,000

This Endorsement Changes the Policy. Please Read It Carefully.

**NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL**

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To be provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.
- B.** If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10002-CGX

Effective Date: 07/01/2018

Insured: Imperial Parking (U.S.), LLC

This Endorsement Changes the Policy. Please Read It Carefully.

**NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL**

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To be provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.
- B.** If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10003-CAY

Effective Date: 07/01/2018

Insured: Imperial Parking (U.S.), LLC

This Endorsement Changes the Policy. Please Read It Carefully.

**NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL**

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To be provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.
- B.** If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10004-CAX

Effective Date: 07/01/2018

Insured: Imperial Parking (U.S.), LLC

This Endorsement Changes the Policy. Please Read It Carefully.

**NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL**

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To be provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.
- B.** If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10005-UMX

Effective Date: 07/01/2018

Insured: Imperial Parking (U.S.), LLC

This Endorsement Changes the Policy. Please Read It Carefully.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

1. NON-OWNED WATERCRAFT

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, item **(2) (a)** of the **Aircraft, Auto or Watercraft** exclusion is replaced by the following:

- (2)** A watercraft you do not own that is:
(a) Less than 75 feet long; and

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" that would also apply to this extension of coverage, or would apply except for the exhaustion of its limits whether the other insurance is primary, excess, contingent or on any other basis.

2. PROPERTY DAMAGE COVERAGE EXTENSIONS

- A.** Under **SECTION I - COVERAGE A.**, paragraph **2. Exclusions**, the **Damage To Property** exclusion is replaced by the following:

j. Damage To Property

"Property Damage" to

- (1)** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should reasonably have been known by you, at the time the property was transferred or abandoned;
- (3)** Property loaned to you;
- (4)** Personal property in the care, custody or control of the insured;
- (5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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 for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III – Limits of Insurance**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy. This insurance is excess over any valid and collectible insurance available to any insured whether primary, excess or contingent.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. The following is added to the **Damage to Your Product exclusion:**

This exclusion does not apply to "property damage" to "your product" while on, being moved onto or off of an elevator; or liability assumed under a sidetrack agreement.

This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess or contingent.

C. Under **Section I – COVERAGE A, the last paragraph after the exclusions is replaced by the following:**

Exclusions c. through n. do not apply to damage to premises by fire, lightning, explosion, smoke or leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

D. Under **SECTION III – LIMITS OF INSURANCE, item 6. is amended as follows:**

6. Subject to paragraph 5. above, the higher of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations

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, lightning, explosion, smoke or leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

E. Under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph b. (1) (a) (ii) under the **Other Insurance** condition is replaced by the following:**

(ii) That is Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

F. Under **SECTION V – DEFINITIONS, paragraph a. of the **Insured Contract** definition is replaced by the following:**

- 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 damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented

to you or temporarily occupied by you with permission of the owner is not an "insured contract".

The coverage provided under provision 2. C. through F. above does not apply if **Damage To Premises Rented To You** of **COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

3. BROAD FORM PERSONAL AND ADVERTISING INJURY

- A.** Under **SECTION I – COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, the **Contractual Liability** exclusion is deleted.
- B.** Under **SECTION V – DEFINITIONS**, the following paragraph is added to the definition of "personal and advertising injury":
 - h.** Vicarious liability for discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** The insured;
 - (b)** Any "executive officer", director, stockholder, partner, spouse of a partner, member, spouse of a member, manager or trustee of the insured; and
 - (2)** Not related directly or indirectly to an "employee" or to the employment, prospective employment or termination of employment of any person by an insured.

Provision 3. above does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Part or by endorsement.

4. MEDICAL PAYMENTS – INCREASED LIMITS

- A.** Under **SECTION I - COVERAGE C - MEDICAL PAYMENTS**, item 1. a. **(3) (b)** is replaced by the following:
 - (b)** The expenses are incurred and reported to us within three years of the date of the accident; and
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph 7 is replaced by the following:
 - 7. Subject to Paragraph 5. above, the higher of:
 - a.** \$15,000; or
 - b.** The amount shown in the Declarations for Medical Expense Limit

is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

5. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs 1.b. and 1.d. are replaced by 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.
- 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.

6. BROADENED INSURED COVERAGE

Under **SECTION II – WHO IS AN INSURED**, the following changes are made:

A. BROAD NAMED INSURED

The following is added:

Any legally incorporated entity of which you own more than 50% of the voting stock is an insured.

However, this insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization or "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. Coverage for any such organization will cease as of the date during the policy period on which you no longer maintain more than 50% of the voting stock.

This provision does not apply to any person or organization for which coverage is excluded.

B. PARTNERSHIPS AND JOINT VENTURES

The last paragraph of Section II – Who Is An Insured beginning "No person or organization is an insured...." is replaced by the following:

You are an insured with respect to the conduct of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to any person or organization for which coverage is excluded.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **2.a.(1)(a)** is replaced by the following:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);

This provision does not apply to any person or organization for which coverage is excluded.

D. INCIDENTAL MEDICAL MALPRACTICE COVERAGE

The following is added to item **2.a.(1)(d)**:

However, this exclusion does not apply to the rendering or failure to render by an "employee" of yours:

- i. Medical, paramedical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- ii. The furnishing or dispensing of drugs or medical or dental supplies;

as long as you are not in the business or occupation of providing these services.

This extension of coverage does not apply to punitive or exemplary damages, if coverage of such is permitted by statute or case law.

The insurance provided by this extension of coverage is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

This provision does not apply to any person or organization for which coverage is excluded.

E. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period;

This provision does not apply to any person or organization for which coverage is excluded.

F. MANAGERS OR LESSORS OF PREMISES

Managers or lessors of yours are insureds but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor added by this provision.

G. LESSORS OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment is an insured, but only:

- 1. When you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- 2. 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.

H. USERS OF WATERCRAFT

Any person, who with your consent, either uses or is responsible for the use of a watercraft is an insured, but only for their liability arising out of the use or operation of that watercraft on your behalf.

I. VENDORS

If this policy provides Products Liability Coverage, any vendor you are required by a written contract or written agreement to name as an additional insured is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded 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 the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the 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 and 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 products;
- g. Products which, after distribution or sale by you, have been labeled or re-labeled 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 "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in sub-paragraphs d. or f.; or
 - (2) 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.

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.

J. ADDITIONAL INSUREDS – CONTROLLING INTEREST

Any person or organization who has financial control of you is an insured, but only with respect to their liability arising out of their financial control of you or premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

K. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

Item 4 is added as follows:

4. Any person or organization not otherwise identified as an insured in this coverage or covered or excluded by endorsement attached to this coverage, that you are required by written contract, written agreement or written permit to name as an insured is an insured but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of "your work" for the additional insured(s) at the location(s) designated in the written contract, written agreement or written permit; or
- b. In connection with your premises owned by or rented to you.

However, with respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) Unless the written contract or written agreement has been executed or the written permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To "bodily injury", "property damage" or "personal and advertising injury" occurring after: (a) The termination date of any requirement to add additional insureds in any such contract, agreement or permit; or (b) The end of this policy period, whichever comes first; or
- (3) To the rendering or failure to render any professional service.

The insurance afforded such additional insureds under items **6.F** through **6.K**:

- a. Applies only to the extent permitted by law;
- b. If required by a written contract, written agreement or written permit, coverage provided the additional insured will not be broader than that which you are required by the written contract, written agreement or written permit to provide for such additional insureds; and
- c. Does not apply to any person or organization excluded in this coverage form or by endorsement to this coverage form.

With respect to the insurance afforded these additional insureds under **6.F** through **6.K**, the following is added to Section **III – Limits of Insurance**:

If coverage provided to any additional insured is required by a written contract, written agreement or written permit, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract, agreement or permit; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This provision will not increase the applicable Limits of Insurance shown in the Declarations.

7. PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraphs **e.** and **f.** are added to the **Duties In The Event of Occurrence, Offense, Claim or Suit** condition as follows:

- e.** Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim, solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this policy.
- f.** You must give us prompt notice of an "occurrence", offense, claim or loss only when the "occurrence" offense, claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or director, if you are a corporation;
 - (4) A member, if you are a limited liability company;
 - (5) A trustee, if you are a trust; or
 - (6) An "employee" designated by you to give us such a notice.

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Representations** condition:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, we reserve the right to charge additional premium for any such hazard.

10. WAIVER OF SUBROGATION

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Transfer of Rights of Recovery Against Others To Us** condition:

If the insured has waived those rights in a written contract, written agreement or written permit executed before loss, our rights are waived also.

11. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is replaced by the following:

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

12. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **f.** of the definition of "mobile equipment" is replaced by the following:

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos", unless weighing less than 10,000 pounds gross vehicle weight and designed for use off public roads:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. LIBERALIZATION

If we adopt a change in our forms or rules that would broaden the coverage of this policy without additional premium, the broader coverage will apply to this policy when the change becomes effective in your state.

This endorsement forms a part of
Policy Number: RDN-10002-CGX

Effective Date: 07/01/2018

Insured: Imperial Parking (U.S.), LLC



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

To repair the South Tower Skylight

Amount of Contract:

\$8,000.00

Funding Source

Project # Arthur R. Outlaw Convention Center -
South Tower - Skylight Repairs, CN-082-18

Discretionary Funds

Project String 20002000-48010

Contract Number:1870

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Contract for the skylight repairs at the Convention Center	Cover Memo	10/8/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/8/2018 - 4:25 PM
Finance	McMillan, Marilyn	Approved	10/9/2018 - 5:09 PM
Legal	Hill, Ashton	Approved	10/10/2018 - 8:28 AM
Mayors Office	Wesch, Paul	Approved	10/11/2018 - 11:36 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: Dobson Sheet Metal & Roofing, Inc.

Project Name: Arthur R. Outlaw Convention Cener – South Tower
Skylight Repairs

Project Number: CN-082-18

Amount: \$8,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Arthur R. Outlaw Convention Center – South Tower

Skylight Repairs

ARCHITECTURAL ENGINEERING PROJECT# CN-082-18

PROJECT # C0261 DATE OF RECEIPT _____

PROJECT DESCRIPTION To repair the south tower skylight

CONTRACT AMOUNT \$8,000.00

VENDOR NAME Dobson Sheet Metal & Roofing, Inc.

VENDOR NUMBER 275758

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 1st 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 10/8/18

AGREEMENT BETWEEN OWNER AND CONTRACTOR
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 Contractor: Dobson Sheet Metal & Roofing & Specialties, Inc.
2911 Mill Street
Mobile, Alabama 36607

City Business License No.: 142308

For the following Project: Arthur R. Outlaw Convention Center – South Tower
Skylight Repairs
1 South Water Street
Mobile, Alabama 36602

Project Number: CN-082-18

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICES

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Eight Thousand Dollars and no cents (\$8,000.00), which includes a Contingency Allowance of Four Hundred Dollars and no cents (\$400.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and

profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

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

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty dollars (\$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 closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time 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.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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 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, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be 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.

- 3.7** 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 an 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.
- 3.8** 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 contract 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.
- 3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.
- 3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

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

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State and Federal Codes and Ordinances throughout the contract period.

3.13 NONDISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

B. Contractor shall abide by provisions of Mobile Ordinance #02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

3.14 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.15 TERMINATION of CONTRACT: The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Director, Architectural Engineering Department, P.O. Box 1827, 205 Government Street, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.

3.16 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Dobson Sheet Metal & Roofing & Specialties, Inc. has completed the contract for Arthur R. Outlaw Convention Center (CN-082-18), 1 South Water Street, Mobile, Alabama 36602. All persons having any claim for labor,

material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

3.17 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

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

4.0 CONTRACT DOCUMENTS

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

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

1. Request for Quotes documents, dated September 24, 2018, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated September 26, 2018;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements;
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 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 full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

CONTRACTOR: Dobson Sheet Metal & Roofing, Inc.

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Robert Dobson IV, Vice President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

Kimberly Harden, Director
Architectural Engineering Department

ATTEST:

Signature

CHARLIE CAMMONS - Proj MGR
Printed Name and Title

EXHIBIT A
SUMMARY OF THE WORK
ARTHUR R. OUTLAW CONVENTION CENTER
SOUTH TOWER – SKYLIGHT REPAIRS
1 SOUTH WATER STREET, MOBILE, ALABAMA 36602
CN-082-18

To remove and re-glaze the glass at the skylight and make repairs on the flat surface around the skylight up the vertical surface to the frame of the skylight.

END OF THE SUMMARY OF THE WORK



DOBSSHE-01

RSKELTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2018

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).

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME:		
	PHONE (A/C, No, Ext): (251) 473-9000	FAX (A/C, No): (251) 473-9010	
INSURED Dobson Sheet Metal & Roofing & Specialties Inc. 2911 Mill Street Mobile, AL 36607	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CNA Insurance Companies		20443
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	2049338151	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	2049338280	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	2058141312	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		X	2049338196	05/01/2018	05/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			2049338151	05/01/2018	05/01/2019	Installation Floater \$ 500,000
A	Leased/Rented Eqpt			2049338151	05/01/2018	05/01/2019	Leased/Rented Equip. \$ 100,000

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

Re: Arthur R. Outlaw Convention Center South Tower - Skylight Repairs
1 South Water Street, Mobile, AL 36602
Project Number - CN-082-18

Additional Insured provisions apply to City of Mobile with respect to General Liability per attached forms CNA75079XX(1-15) and CNA74705XX(1- 15), as required by written contract. Coverage will primary and non-contributory per attached form CNA75079XX (1-15), as required by written contract. Waiver of Subrogation with respect to General Liability in favor of Additional Insured per attached form CNA74705XX(1-15), as required by written contract. Additional SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P.O. 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



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Dobson Sheet Metal & Roofing & Specialties Inc. 2911 Mill Street Mobile, AL 36607	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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:

Insured and Waiver of Subrogation provisions apply to City of Mobile with respect to Automobile Liability per attached form CNA63359XX(04-12), as required by written contract. Umbrella/Excess Liability policy is follow form. Waiver of Subrogation provision apply with regard to the City of Mobile, subject to he attached form, WC 00 0313 0484, if required by written contract.



Company ID Number: 522648

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 at 888-464-4218.

Employer DOBSON SHEETMETAL & ROOFING & SPECIALTIES CO., INC.	
ROBERT DOBSON	
Name (Please Type or Print)	Title
Electronically Signed	03/19/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/19/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	DOBSON SHEETMETAL & ROOFING & SPECIALTIES CO., INC.
Company Facility Address:	2911 MILL STREET
	MOBILE, AL 36607
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	630770992



Company ID Number: 522648

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	10 to 19
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:	CHERRY T DOBSON	Fax Number:	(251) 479 - 3758
Telephone Number:	(251) 479 - 3755		
E-mail Address:	CTDOBSON@AOL.COM		
Name:	ROBERT S DOBSON	Fax Number:	(251) 479 - 3758
Telephone Number:	(251) 479 - 3755		
E-mail Address:	DOBSON2911@BELLSOUTH.NET		



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Amazon agreement	Cover Memo	10/10/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/10/2018 - 3:42 PM

**RESOLUTION
CITY OF MOBILE, ALABAMA**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MOBILE, ALABAMA AND MOBILE COUNTY,
ALABAMA REGARDING 2018 TRIPPEL ROAD IMPROVEMENTS**

WHEREAS, the County of Mobile, Alabama (the "County") recently administered and will soon complete the construction of certain access road improvements located near Exit 13 off Interstate 10 in an unincorporated part of the County (the "Road Improvements"), which shall be dedicated for public use upon approval and acceptance by the County; and

WHEREAS, the Road Improvements were required to accommodate additional traffic, truck turning movements, and the reduction of traffic-congesting left turns onto Theodore Dawes Road resulting from activity at a commercial park comprising approximately 158 acres and known as the Port City Commerce Park (the "Park") related to the development of the Amazon Sortation and Distribution Center; and

WHEREAS, the total cost to construct the Road Improvements is expected to be approximately \$1,500,000; and

WHEREAS, the City of Mobile, Alabama (the "City") anticipates significant economic benefits to accrue to the City's economy as a result of the continued commercial activity at the Park and as a direct result of the development of the Amazon Sortation and Distribution Center, including increased tax revenues and the creation of new jobs for residents of the City; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and the general public, the City has committed to contribute Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) to the County to assist the County with the total cost of the Road Improvements, and the County desires to accept such contribution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
CITY OF MOBILE, ALABAMA** as follows:

The Mayor of the City of Mobile is hereby authorized and directed to execute, acknowledge, and deliver that certain Intergovernmental Agreement between the City and the County regarding the 2018 Trippel Road Improvements, in substantially the form and of substantially the content as presented to and considered by the City, with such changes or additions thereto or deletions therefrom as the officer of the City executing the Intergovernmental Agreement shall approve.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
MOBILE, ALABAMA this the ____ day of October, 2018.**

Adopted:

Lisa C. Lambert, City Clerk

EXHIBIT A
ROAD IMPROVEMENTS

1. Extend Trippel Road westward approximately 220 feet to the proposed intersection of Trippel Road and Spanish Trail Court;
 - a. The proposed roadway will be 24 feet wide with a 2-foot curb and gutter; and
 - b. The roadway will have the following buildup:
 - i. Crushed Aggregate Base Course, Type B, 12" compacted thickness (placed in 2 - 6" layers);
 - ii. Bituminous Concrete Binder Layer placed at a rate of 350 pounds per square yard; and
 - iii. Bituminous Concrete Wearing Surface Layer placed at a rate of 165 pounds per square yard.
2. Reconstruct the existing 650 feet of Spanish Trail Court from Theodore-Dawes Road southwesterly to the cul-de-sac;
3. Construct an extension of Spanish Trail Court, approximately 1,300 feet, from the cul-de-sac southwesterly to Trippel Road;
4. Upgrade the traffic signal currently located at the intersection of Theodore-Dawes Road and Mobile Greyhound Park S. and relocate the same to the intersection of Theodore-Dawes Road and Spanish Trail Court;
5. Realign approximately 400 feet of Mamont Boulevard to intersect with Theodore-Dawes Road at the traffic signal for Spanish Trail Court.
 - a. The proposed roadway will be 20 feet wide with a 2-foot curb and gutter; and
 - b. The roadway will have the following buildup:
 - i. Crushed Aggregate Base Course, Type B, 6" compacted thickness;
 - ii. Bituminous Concrete Binder Layer placed at a rate of 250 pounds per square yard; and
 - iii. Bituminous Concrete Wearing Surface Layer placed at a rate of 165 pounds per square yard.



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Mobile Housing Board agreement	Cover Memo	10/12/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/12/2018 - 12:36 PM

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE AND THE MOBILE HOUSING BOARD

This agreement, made and entered into this ____ day of October, 2018, by and between the Mobile Housing Board (hereinafter "MHB"), and the City of Mobile acting through its Neighborhood Development Department (hereinafter "City"), hereby agree to the following terms and provisions:

Whereas, the Parties desire to work together to develop a coordinated long term strategy for the redevelopment and maintenance of aging public housing sites and deconcentrating public housing as part of an affordable strategy that addresses public and affordable housing throughout the City of Mobile.

Whereas, the MHB desires to contract with the City for additional consulting and development services, to renovate, rehabilitate, development and replace some of its housing assets and units; and

Whereas, the City, by and through its Neighborhood Development Department, desires to assist in the effort by providing additional administrative resources and other City resources;

NOW, THEREFORE, the MHB and the City hereby set forth and agree upon a process for planning, coordinating and communicating in order to develop a coordinated affordable housing strategy for the City of Mobile that includes the goal of sustaining and improving public and publicly assisted housing with the City of Mobile. More specifically, the primary goal of this Agreement is to develop and implement a plan to renovate, rehabilitate, develop and replace current MHB housing assets and units to address and/or replace existing vacant, uninhabitable units and units deemed to not be economically or otherwise feasible to renovate or to rehabilitate.

SECTION I: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel, the Senior Director of Neighborhood Development and others as deemed necessary, shall remain employees of the City. The City agrees that to the extent possible with available funding provided under this agreement, it will provide the necessary personnel required to accomplish the goals herein provided.

The manner and method of performance of the duties and services provided by the City shall include, but shall not be limited to:

- A. The City, by and through its Assigned Personnel, will work with MHB to provide planning, strategy and implementation to assist MHB with meeting the above stated primary goal and meeting the needs of low and moderate income housing in and around the Greater Mobile, Alabama area.
- B. The City shall pledge and commit financial resources including but not limited to CBGD, HOME, Planning and discretionary money and funds as determined by the City to assist MHB with meeting the above stated primary goal and meeting the needs of low and moderate income housing in and around the Greater Mobile, Alabama area.

- C. The City shall notify MHB of any meetings, calls or gatherings of which directly or indirectly impacts the City or MHB in regards to the stated primary goal above.
- D. The City shall not finalize any plan or commence any action to renovate, rehabilitate, develop or replace any MHB housing asset or unites without the express consent of MHB.

SECTION II: SERVICES PROVIDED BY THE MHB

- A. MHB shall cooperate with the City in the City's efforts to work with MHB to provide planning, strategy and implementation to assist MHB with meeting the above stated primary goal and meeting the needs of low and moderate income housing in and around the Greater Mobile, Alabama area.
- B. MHB shall pledge and commit financial resources as determined by MHB to assist with meeting the above stated primary goal and meeting the needs of low and moderate income housing in and around the Greater Mobile, Alabama area.
- C. MHB shall work collaboratively with the City to develop plans and to implement actions to renovate, rehabilitate, develop or replace MHB housing assets.
- D. MHB shall notify the City of any meetings, calls or gatherings of which directly or indirectly impacts the City or MHB in regards to the stated primary goal above.
- E. MHB shall provide to the City any and all reports, documents, budgets and other records necessary for the City to review to assist MHB with meeting the above stated primary goal and meeting the needs of low and moderate income housing in and around the Greater Mobile, Alabama area.

SECTION III: Obligations of the parties

- A. Both Parties shall establish and maintain an ongoing line of communication with assigned points of contact.
- B. Both Parties shall coordinate the dissemination and processing of any and all records, data, reports, applications and any other documents.
- C. Both Parties shall coordinate in resolving problems or in carrying out the provisions of this agreement.
- D. Both Parties shall jointly initiate and monitor ongoing lines of communication with resident leaders to effectively engage the community and to address concerns raised by members of the community.
- E. Both Parties shall coordinate and attend community meetings, workshops and training seminars in the communities.
- F. Both Parties shall assist with the exploration and applying for additional funding to assist the Parties with meeting the above stated primary goal and meeting the needs of low and moderate income housing in and around the Greater Mobile, Alabama area.

SECTION III: COMMUNICATIONS AND REPORTING

- A. At the regular monthly meeting of the Board of Commissioners the City shall provide a written monthly recap report reflecting all activity by the City and between the Parties and any future planning and activities. The form and matters to be included in the report will be as agreed to by the Parties.
- B. The City shall provide interim reporting to MHB upon discovery or as soon as possible of major and important information that could or which impacts the Parties or the goals stated herein.
- C. MHB shall provide reports to the City upon the discovery or as soon as possible of major and important information that could or which impacts the Parties or the goals stated herein.

SECTION IV: PLAN OF OPERATIONS

- A. Within sixty (60) days of the implementation of this Agreement the Parties shall prepare a detailed plan of operations for use in carrying out the duties, responsibilities and obligations of the Parties. The purpose of the plan is to specify the manner and method of performance by which each of the Parties will be governed. At the minimum the plan shall include the following:
 - 1. A Master Plan;
 - 2. Goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 - 3. Responsibility of key personnel;
 - 4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
 - 5. Designation of anticipated monetary resources to be provided by each party;
 - 6. Reporting;
 - 7. Meeting schedules and frequency;
 - 8. Designation of housing units to be renovated, rehabilitated, developed and units deemed to be not be economically or otherwise feasible to renovate or to rehabilitate; and
 - 9. Other matter as mutually agreed to by the Parties.
- B. The mutually agreed to plan of operations shall be approved by the governing authority of each party no later than forty-five (45) days after it has been prepared. The plan of operations may be modified as needed and as agreed to by the Parties.
- C. If during the term of the Agreement either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Parties shall provide final determinations regarding the establishment of an amendment to the plan of operations.

SECTION V: OTHER HOUSING ACTIVITIES

- A. The Parties acknowledge and understand that all activities of MHB are governed by the United States Department of Housing and Urban Development (HUD) and that MHB shall not be a party to or agree to any activity prohibited by HUD.
- B. The Parties acknowledge and understand that each has other duties, responsibilities and obligations related to housing and that this Agreement and the activities contemplated herein shall not take precedence over or supplant those other activities.

SECTION VI: TERM OF CONTRACT

The term of this Contract shall be for twelve (12) months, from the date last executed by either party. This contract shall be renewable for terms of one (1) year thereafter by mutual agreement in writing within sixty (60) days of expiration of any current term.

SECTION VII: COMPENSATION TO THE CITY

The services provided to MHB by the City shall be compensated at an annual rate of **\$198,000.00 Dollars and No/100 Dollars (\$)** payable in twelve monthly installments of **\$16,500.00.**

SECTION VII: COSTS

Each party shall be responsible for any and all costs incurred on their own behalf in the execution of this Agreement.

SECTION VIII: Termination

- A. The MHB may terminate this Agreement upon the provision of sixty (60) days written to the City. Such notice shall be delivered by to the address specified in Section X.
- B. The City may terminate this contract upon the provision of sixty (60) days written notice to MHB. Such notice shall be delivered to the address specified in SECTION X.

SECTION IX: No Third Party Beneficiaries

This Intergovernmental Agreement is intended for the benefit of the MHB and the City and no others.

SECTION X: NOTICES

Any notices required pursuant to the terms of this Agreement shall be sent to the principal place of business of each of the parties hereto, as specified below:

MHB: Mobile Housing Board
151 S. Claiborne Street
Mobile, Alabama 36602

City: City of Mobile
Neighborhood Development
205 Government Street
5th Floor- S. Tower

SECTION XI: CONSTRUCTION OF LAWS

This Agreement is made and entered into in the City of Mobile, State of Alabama. Any and all questions of law arising hereunder shall be constituted in accordance with the laws of the State of Alabama.

SECTION XII: INDEMNIFICATION

- A. The City agrees to defend, indemnify and save free and harmless MHB, its commissioners, officers, agents, employees and attorneys against any and all losses, injuries, claims, actions, causes of action, judgment and liens arisen from or alleged to have arisen from the City's performance or lack thereof, under this Agreement.
- B. MHB agrees to defend, indemnify and save free and harmless the City, its executive officers, other officers, agents, employees and attorneys against any and all losses, injuries, claims, actions, causes of action, judgment and liens arisen from or alleged to have arisen from MHB's performance or lack thereof, under this Agreement.

SECTION XIII: ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. No prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This agreement may not be amended in any way, except by a writing as duly executed by the Parties.

MOBILE HOUSING BOARD

Executive Director

Date

Witness: _____

City of Mobile

William S. Stimpson, Mayor

Date

Witness: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

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:

10/23/2018

Funding Source

Project # 1709 Griffin Street - ME-516-17

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 - 1709 Griffin Street	Cover Memo	10/15/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/17/2018 - 11:56 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 **1709 Griffin 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. 4, 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 **1709 Griffin Street** as:

LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W
#MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 451

Last Assessed to: DENNIS KATIE

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 black 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 23, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1709 GRIFFIN STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **MCKINNEY MARGRETTE % MRS KATIE DENNIS** 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 0 009 451

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

1709 GRIFFIN ST

Property Details

Parcel Keyx	00657006	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	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	1/10/2017 5:23:36 PM	Comments	

Property Score

Score	63	Score Description	Demo
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NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/14/2018

Property Address: 1709 Griffin Street **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

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



10/11/2018

NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1709 GRIFFIN STREET

AGENDA PHOTOS / DW



10/11/2018

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



Heirs of Margrette McKinney
Katie Dennis
2622 Carver Street
Mobile, AL 36617

August 30, 2018

RE: 1709 Griffin Street
Project Number: ME-516-17

Dear Katie Dennis:

On August 14, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1709 Griffin Street.

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

LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W
#MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 451

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 15, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 15, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 15, 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 15, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 23, 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:

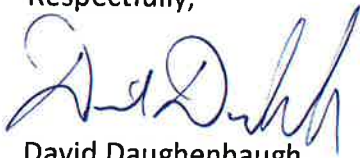
- ☐ Repaired; or,
☒ Demolished

V. **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.

- VI. **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.
- VII. **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).
- VIII. **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,



David Daughenbaugh
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

Date: August 10, 2018

Re: 1709 Griffin St.

From: Real Estate Dept.
Jaclyn Benedict

To: Business Services / ~~Municipal~~ Enforcement Division

Title Report Effective Date 8/3/2018

Per the Title Report the Owners are: Heirs of Margrette McKinney

SEND NOTICES of nuisance abatement proceeding to the following parties:

1. Katie Dennis
2622 Carver St.
Mobile, AL 36617
Daughter
2. Ruby Chambers
1745 Garfield St.
Gary, IN 46404-2726
Daughter
3. Berdia Chambers
6515 Hemlock Ave,
Gary, IN 46403-2081
Daughter

Taxes: Paid

Parties with recorded liens: per Title Report: None

Lis Pendens filed by the City of Mobile against Margrette McKinney C/O Katie Dennis, recorded in LR 7607 page 592, dated 2/22/18.



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

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:

10/23/2018

Funding Source

Project # 2917 Booker Street - ME-515-17

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 - 2917 Booker Street	Cover Memo	10/15/2018

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	10/17/2018 - 11:56 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 **2917 Booker 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. 4, 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 **2917 Booker Street** as:

**N 1/2 LOT 10 BLK D BOOKER T WASHINGTON MBK 4 PG 208 #SEC
44 T4S R1W #MP29 02 44 0 010**

Parcel Number: 29 02 44 0 010 043

Last Assessed to: SHINN JAMES

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 23, 2018.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2917 BOOKER STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **SHINN JAMES, GEORGE MCCASTER & JAMES C/O**
JAMES SHINN 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 0 010 043

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

2917 BOOKER ST

Property Details

Parcel Keyx	00658611	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	Y
Danger to Public ROW	N	Code Violations	N
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	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	1/10/2017 3:24:21 PM	Comments	

Property Score

Score	61	Score Description	Demo
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NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/14/2018

Property Address: 2917 Booker Street **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

2917 BOOKER STREET

AGENDA PHOTOS / DW



10/15/2018

NUISANCE ABATEMENT

2917 BOOKER STREET

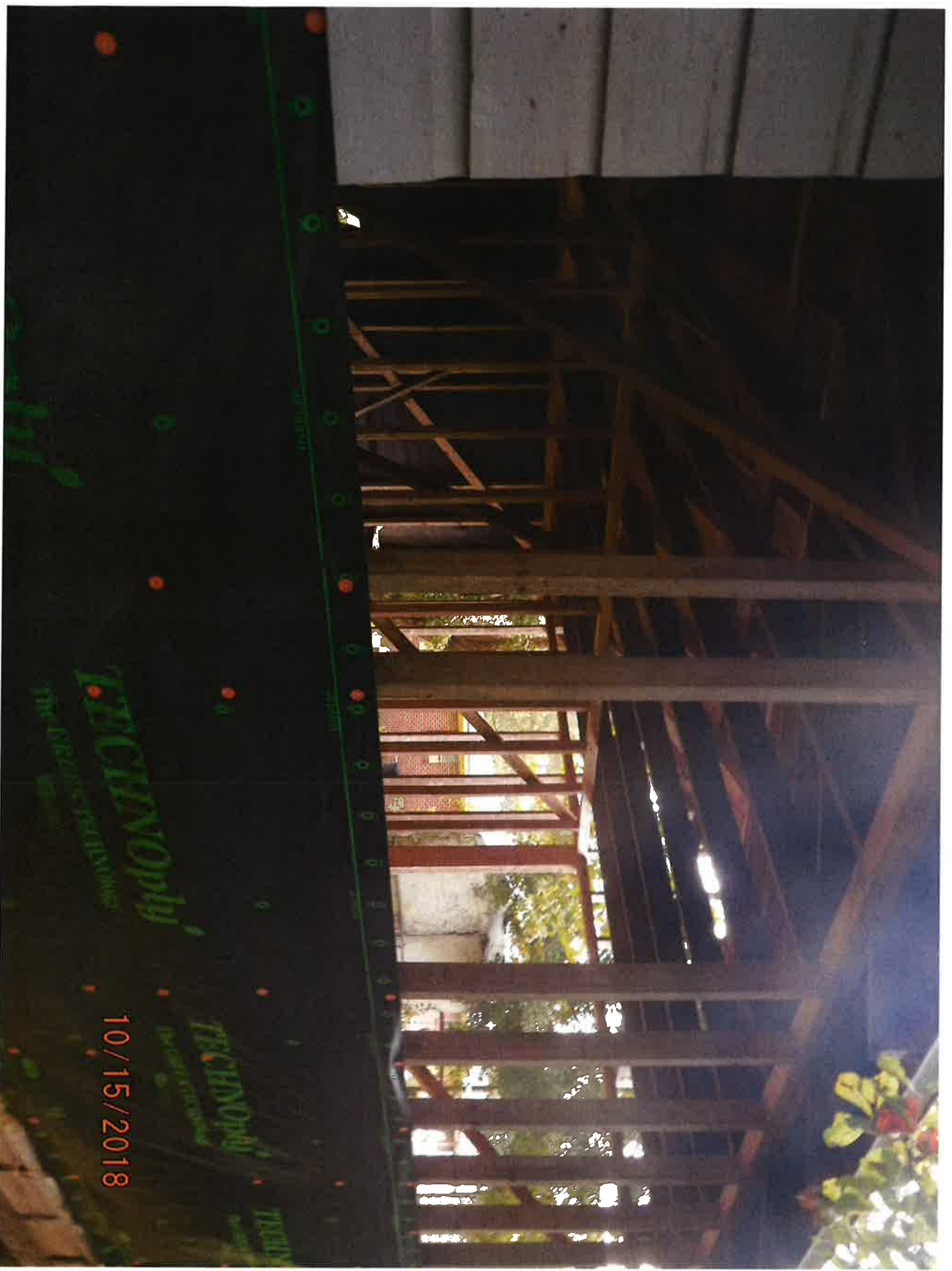
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW



10/15/2018

NUISANCE ABATEMENT

2917 BOOKER STREET

AGENDA PHOTOS / DW



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



James Shin, Jr.
1621 Hand Avenue
Mobile, AL 36612

August 30, 2018

RE: 2917 Booker Street
Project Number: ME-515-17

Dear James Shin, Jr.:

On August 14, 2018 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2917 Booker Street.

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

**N 1/2 LOT 10 BLK D BOOKER T WASHINGTON MBK 4 PG 208 #SEC
44 T4S R1W #MP29 02 44 0 010**

Parcel Number: 29 02 44 0 010 043

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 15, 2018**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 15, 2018**, provide the Code Official with a work plan to accomplish the repairs by **October 15, 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 15, 2018**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 23, 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

V. **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.

- VI. **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.
- VII. **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).
- VIII. **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,



David Daughenbaugh
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

Date: July 31, 2018

Re: 2917 Booker St.

From: Real Estate Dept.

Jaclyn Benedict

To: Business Services / Municipal Enforcement Division

Title Report Update Effective Date 7/17/2018

Per the Title Report the Owners are: James Shin, Jr. & George McCaster

SEND NOTICES of nuisance abatement proceeding to the following parties:

1. James Shin, Jr
1621 Hand Ave.
Mobile, AL 36612
2. George McCaster
6648 Viewpoint Rd.
Eight Mile, AL 36613

Taxes: Paid

Parties with recorded liens: per Title Report: None

Lis Pendens – City of Mobile vs. James Shin, Jr. & George McCaster Recorded in RP 7607 page 618, dated 2/22/2018.



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

Submitted by:

Rebecca Christian

Sponsored by:

Councilmember Rich

Purpose and Scope of Project:

to assist Homeowners' Association with purchase of security cameras.

Amount of Contract:

\$3,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Regency Park	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 2:59 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Bess Rich*

WHEREAS, *Councilmember Rich wishes to donate \$3,000.00 to the Regency Park Homeowner's Association from her discretionary funds; and*

WHEREAS, *the Regency Park Homeowner's 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 *Regency Park Homeowner's Association will be used to assist with the installation of security cameras at their main neighborhood entrances, and that these cameras will be linked to Project Shield for the Mobile Police Department use as necessary, 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 Regency Park Homeowner's Association* serves a public purpose and further approves and directs the payment of same.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: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
Dr. Wilson appointment	Cover Memo	10/19/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/19/2018 - 9:18 AM

03-

2018

RESOLUTION

Sponsored by: Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Dr. Louis C. Wilson is re-appointed to the Medical Clinic Board of the City of Mobile (Springhill) effective immediately for a term ending June 29, 2024.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: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

Dr. Maye

Cover Memo

10/19/2018

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

10/19/2018 -
9:25 AM

RESOLUTION

Sponsored by: Councilmember Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,
that Oak Drive be given the honorary name of Dr. Clyde Maye, Jr. Way.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

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
(\$80,000.00) and G-CPD3246 (\$215,870.00) **Contract Number:**

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 1st 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.

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 &
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.

Init.

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

Init.

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	9/10/2018
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
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§ 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

Init.

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 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
	W9 Request for Taxpayer Identification Number and Certification and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- 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 Number: AL180173 07/27/2018 AL173
Exhibit D:	Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees 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 for Low and Very Low Income Persons 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

- | | |
|-------------------------------------|--|
| ☒ | 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 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 Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Address:		Address:	
Name and Title:		Name and Title:	
Signature:		Signature:	

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 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).

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616		CONTACT NAME: Charlene Stout PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: ccstout@lyonfrycadden.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company	NAIC # 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	DTC03F976153PHX18	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	DT8103F976153PHX18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10000	X	X	CUP0J5959641826	01/01/2018	01/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19645069	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Inland Marine - Installation Floater	X		QT6609D917738TIL18	01/01/2018	01/01/2019	\$350000 Project Limit \$25000 Transit/Storage \$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.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. 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 – 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.

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

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:10/23/2018

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 Exterior Repairs	Cover Memo	10/11/2018

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	10/11/2018 - 3:04 PM
Finance	McMillan, Marilyn	Approved	10/11/2018 - 5:44 PM
Legal	Hill, Ashton	Approved	10/12/2018 - 10:24 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: 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 1st 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® 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)

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™-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

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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 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)

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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 apart 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;

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- .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 \$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
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.

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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 Carpentry	2/20/2018
Section 6B	Fiberglass Bases & Columns (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 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.)

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(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.

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

City of Mobile

Gaillard Builders, Inc.

OWNER (Signature)

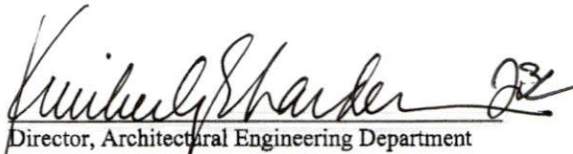
William S. Stimpson, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Peter Gaillard, President
(Printed name and title)

ATTEST:

City Clerk


Director, Architectural Engineering Department

Init.

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User Notes:

(1917142584)

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.

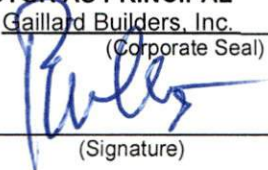
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which 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 30th day of August, 2018.

CONTRACTOR AS PRINCIPAL

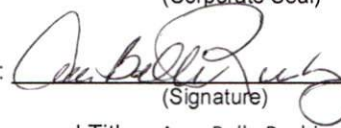
Company: Gaillard Builders, Inc.
(Corporate Seal)

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 6th 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 7th 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 10th day of May, 2012.



STATE OF OHIO)
COUNTY OF BUTLER)

) ss:
)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Ladd

Vice President

On this 10th 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 30th 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 6th 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 7th 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 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stacy A. Latta

Vice President

On this 10th 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).

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Carissa Rediehs, CLCS		
	PHONE (A/C, No, Ext): (251) 643-7038	FAX (A/C, No): (251) 473-9010	
	E-MAIL ADDRESS: carissa@thamesbatre.com		
INSURED Gaillard Builders, Inc. Post Office Box 2925 Mobile, AL 36652	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Trust Insurance		20141
	INSURER B : AGC Workers Comp Fund, Inc		
	INSURER C : Midwest Employers Casualty Co		23612
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: Contractual Liability	X	X	CPP0022163 3	03/12/2018	03/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	CA100011766 02	03/12/2018	03/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	X	X	UMB100023355-01	03/12/2018	03/12/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MP046-2018-AL	01/01/2018	12/31/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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 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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thames Batre' Insurance		NAMED INSURED Gaillard Builders, Inc. Post Office Box 2925 Mobile, AL 36652	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(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 \$

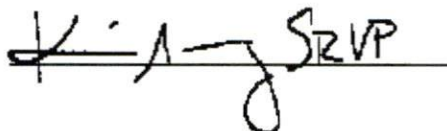
Insured: Gaillard Builders, Inc

DBA:

Carrier Name / Code: Midwest Employers Casualty Company

WC 00 03 13
(Ed. 4-84)

Countersigned by



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

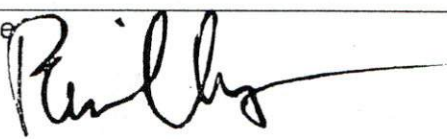
Number of days notice (other than nonpayment of premium): 30

- 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:

E-Verify Employer	
Name (Please Type or Print) Peter Gaillard Jr	Title President
Signature 	Date 08/16/2018
Department of Homeland Security – Verification Division	
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:								
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State: <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:10/23/2018

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 1st 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)

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 1st 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



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 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[™]–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.

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User Notes:

(875787330)

TABLE OF ARTICLES

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| 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 Seventy (70) calendar days from the date of commencement of the Work.

(Table deleted)

(Paragraph deleted)

Init.

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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)

- 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.

Init.

(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,

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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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§ 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
\$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 |
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 Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and 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 W9 Request for Taxpayer Identification Number and Certification 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.

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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 Obligee, 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.

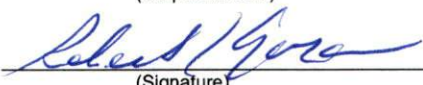
(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

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

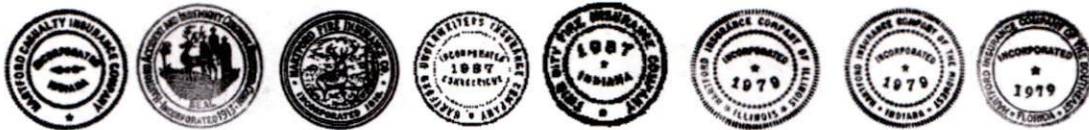
- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute 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).

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Charlene Stout PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: ccstout@lyonfrycadden.com																					
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, AL 36606	<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 :		
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	DTCO3F976153PHX18	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	DT8103F976153PHX18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000	X	X	CUP0J5959641826	01/01/2018	01/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19645069	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Inland Marine - Installation Floater			QT6609D917738TIL18	01/01/2018	01/01/2019	\$350000 Project Limit \$25000 Transit/Storage \$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.

CERTIFICATE HOLDER City of Mobile Architectural Engineering Department P. O. 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 <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.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. 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.

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:10/23/2018

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

Address 1: 205 Government St	City: Mobile
Address 2: 4Th Floor, South Tower	State: AL
County: Mobile	Zip: 36602-0001
County Code: 49	

BILLING ADDRESS

Address 1: PO BOX 1827	City: Mobile
Address 2:	State: AL
County: Mobile	Zip: 36633-1827

**GROUP
CONTACTS**

	Sal.	Name	Title	Telephone	Email
Billing:	Mrs.	Shelia Campbell	Deputy Director of Human Resources	(251) 208-7059	shelia.campbell@cityofmobile.com
Benefits:	Mrs.	Shelia Campbell	Deputy Director of Human Resources	(251) 208-7059	shelia.campbell@cityofmobile.com
Decision:	Mrs.	Leslie Rey	Dir Of Hr	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Clay T Steed	205/220-7493	claysteed@bcbsal.org
Account Manager:	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

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:10/23/2018

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 - 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 (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:

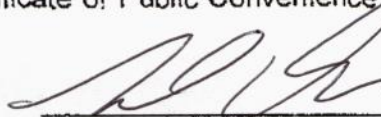
Make ~~2014~~ Sightseer Catamaran Year 2014 Model Power Catamaran

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.

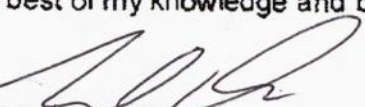
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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:10/23/2018

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

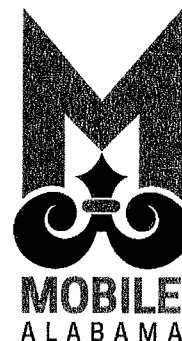
Sponsored by: Mayor William S. Stimpson

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

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) Wanda Bonham		Department your suggestion will affect All departments with debt owed by citizens.	
Department Revenue	Office Phone	Suggestion Number (Assigned by Dept of Safety & Performance) 04-2018	
Division/Section		If two or more employees have collaborated on this suggestion, check box and attach all names, job titles, employee numbers and signatures. ☐	
Job Title License Investigator	Employee Number 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) 		Date Suggestion Received JUN 26 2018	

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

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 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



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 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 15TH 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 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 7th 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:10/23/2018

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Kimberly Clark rezoning	Cover Memo	10/18/2018

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	10/18/2018 - 2:09 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish the attached proposed amendment to the Zoning Ordinance at least once a week for two consecutive weeks in a newspaper of general circulation within the municipality, together with the attached notice stating the time and place that said proposed amendment is to be considered by the City Council, and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of such amendment.

Adopted:

City Clerk

NOTICE OF HEARING ON PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the attached amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance." The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of Government Plaza, 205 Government Street, Mobile Alabama, on the 20th day of November, 2018, at 10:30 am. At such time and place all persons who desire shall have an opportunity to be heard in opposition to, or in favor of the amendment. Furthermore, the City Council, at this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

This notice is published pursuant to a resolution of the City Council of Mobile adopted on the 23rd day of October, 2018.

City Clerk

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of November, 2018, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 26th day of October, 2018,, in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Northeast corner of Paper Mill Road and Africatown Boulevard.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District** to **I-2, Heavy Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) Full compliance with all municipal codes and ordinances; and 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

Lisa C. Lambert
City Clerk



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

October 18, 2018

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 20, 2018 considered the request of Kimberly Clark Corporation. for a change in zoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District to I-2, Heavy Industry District, for the property located at the Northeast corner of Paper Mill Road and Africatown Boulevard.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 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

mncy

Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 25, 2018

Kimberly Clark Corporation
C/O Nathan Rhodes
P. O. Box 80615
Indianapolis, IN 46280

Re: Northeast corner of Paper Mill Road and Africatown Boulevard
Council District 2
ZON-000651-2018
Kimberly Clark Corporation

Dear Applicant(s)/ Property Owner(s):

At its meeting on September 20, 2018, the Planning Commission considered your request for a change in zoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District

At the meeting, the Commission decided to recommend the application for Approval to the City Council, subject to the following:

- 1) **Completion of the Subdivision process; and**
- 2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is \$413.20. 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.

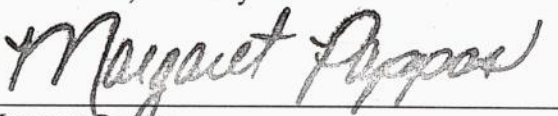
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

cc: Hargrove & Associates Inc.

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:

LOTS 1 THROUGH 3, SCOTT PAPER COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 39 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SCOTT PAPER COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 64, PAGE 39 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BAY BRIDGE ROAD, (VARIABLE WIDTH PUBLIC R/W), WITH THE WEST RIGHT OF WAY LINE OF ALABAMA STATE DOCKS AND TERMINAL RAILROAD, (100-FOOT RAILROAD R/W), THENCE S-78°-54'24"-W ALONG THE NORTH RIGHT OF WAY LINE OF SAID BAY BRIDGE ROAD, FOR 204.40 FEET; THENCE N-04°-34'-35"-E LEAVING THE NORTH RIGHT OF WAY LINE OF SAID BAY BRIDGE ROAD, FOR 24.92 FEET; THENCE N-77°-53'-10"-E FOR 41.89 FEET; THENCE N-14°-48'-53"-W FOR 1099.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PAPER MILL ROAD, (VARIABLE WIDTH PUBLIC R/W); THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 527.50 FEET AND A DELTA ANGLE OF 18°-23'-54", THE CHORD OF WHICH BEARS N-14°36'-09"-E FOR 168.66 FEET, FOR AN ARC DISTANCE OF 169.38 FEET; THENCE N-23°-48'06"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD, FOR 20.35 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID PAPER MILL ROAD AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 517.47 FEET AND A DELTA ANGLE OF 11°-23'-14" THE CHORD OF WHICH BEARS N-18°-06'-22"-E FOR 102.68 FEET, FOR AN ARC DISTANCE OF 102.85 FEET; THENCE N-42°-18'-35" -E, LEAVING THE EAST

RIGHT OF WAY LINE OF SAID PAPER MILL ROAD, FOR 390.27 FEET; THENCE N-66°-35'-36"-E FOR 204.48 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AFORESAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD; THENCE SOUTHERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD; AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 1861.19 AND A DELTA ANGLE OF 45°-59'-07", THE CHORD OF WHICH BEARS S-00°-44'-39"-E FOR 1424.03 FEET, FOR AN ARC DISTANCE OF 1461.28 FEET; THENCE S-21°-44'-54"-W, ALONG THE WEST RIGHT OF WAY LINE OF SAID ALABAMA STATE DOCKS AND TERMINAL RAILROAD, FOR 304.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.2618 ACRES OR 795484 SQUARE FEET, MORE OR LESS.

The classification of said property is hereby changed from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District**, to **I-2, Heavy Industry 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 **I-2, Heavy Industry 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 **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process 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

**Kimberly Clark Corporation
Northeast corner of Paper Mill Road and Africatown Boulevard
Council District 2
Levon C. Manzie**



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

AUG 14 '18 8:26AM

119.48/cc

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:

☒ **Zoning Change**
\$ 100.00

(if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**
\$ 150.00
(non-profit \$ 50.00)

☐ **Planned Unit Development**
\$ 150.00

(Application Fee + Postage Fee + \$ 1.00 Notification Fee per mailing label + \$ 1.00 Computer/Fax Fee = Total Application Cost)

1. Applicant: Kimberly Clark Corporation
(if other than owner, must furnish written authorization from owner)
Full Address: P.O. Box 80615, Indianapolis, IN 46280 c/o Nathan Rhodes
Telephone: 251-330-3022 Email: nlrhodes@kcc.com
2. Owner: Kimberly Clark Corporation
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession in the land area and any structures thereon)
3. Attach a brief description of property location: NE corner Bay Bridge Rd & Paper Mill Rd. West of railroad.
4. Attach a copy of the legal description and parcel number of the property in question. _____
(Parcel Number)
5. Present Zoning: B-2, R-2 & I-2 Proposed Zoning: I-2
6. Area of property, sq. ft. or acres: 18.262 acres
7. **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).
8. **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.
9. **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.
10. **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).
11. **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.
12. **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 8/14/18

APPLICANT'S SIGNATURE: NATHAN RHODES

ZONING AMENDMENT STAFF REPORT**Date: September 20, 2018****NAME**

Kimberly Clark Corporation

LOCATION

Northeast corner of Paper Mill Road and Africatown Boulevard

**CITY COUNCIL
DISTRICT**

District 2

PRESENT ZONING

B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District

PROPOSED ZONING

I-2, Heavy Industry District

AREA OF PROPERTY

18.2± Acres

CONTEMPLATED USE

Rezoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District.

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
FOR DEVELOPMENT**

August 2018

**ENGINEERING
COMMENTS**

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain

Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. 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.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS

No comments

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 61-929 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).

REMARKS

The applicant is requesting rezoning from B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District. Specifically, the applicant wishes to resolve a split-zoning issue to accommodate an existing paper manufacturing facility.

The site was part of a two-lot Subdivision approved by the Planning Commission at its June 21, 2018 meeting. One of the conditions of the Subdivision approval was the rezoning of this site to eliminate the split-zoning, prior to the signing of the Final Plat.

The site is bounded to the North and East by I-2, Heavy Industry District; to the West by R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-2, Neighborhood Business District; and to the South by R-1, Single-Family Residential District and B-2, Neighborhood Business District.

The site has been given a Heavy Industry (HI) land use designation, per the recently adopted Future Land Use Plan and Map. 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.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

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 does not specifically state which of the four conditions makes the proposed rezoning necessary and desirable, however as previously mentioned, a recent Subdivision

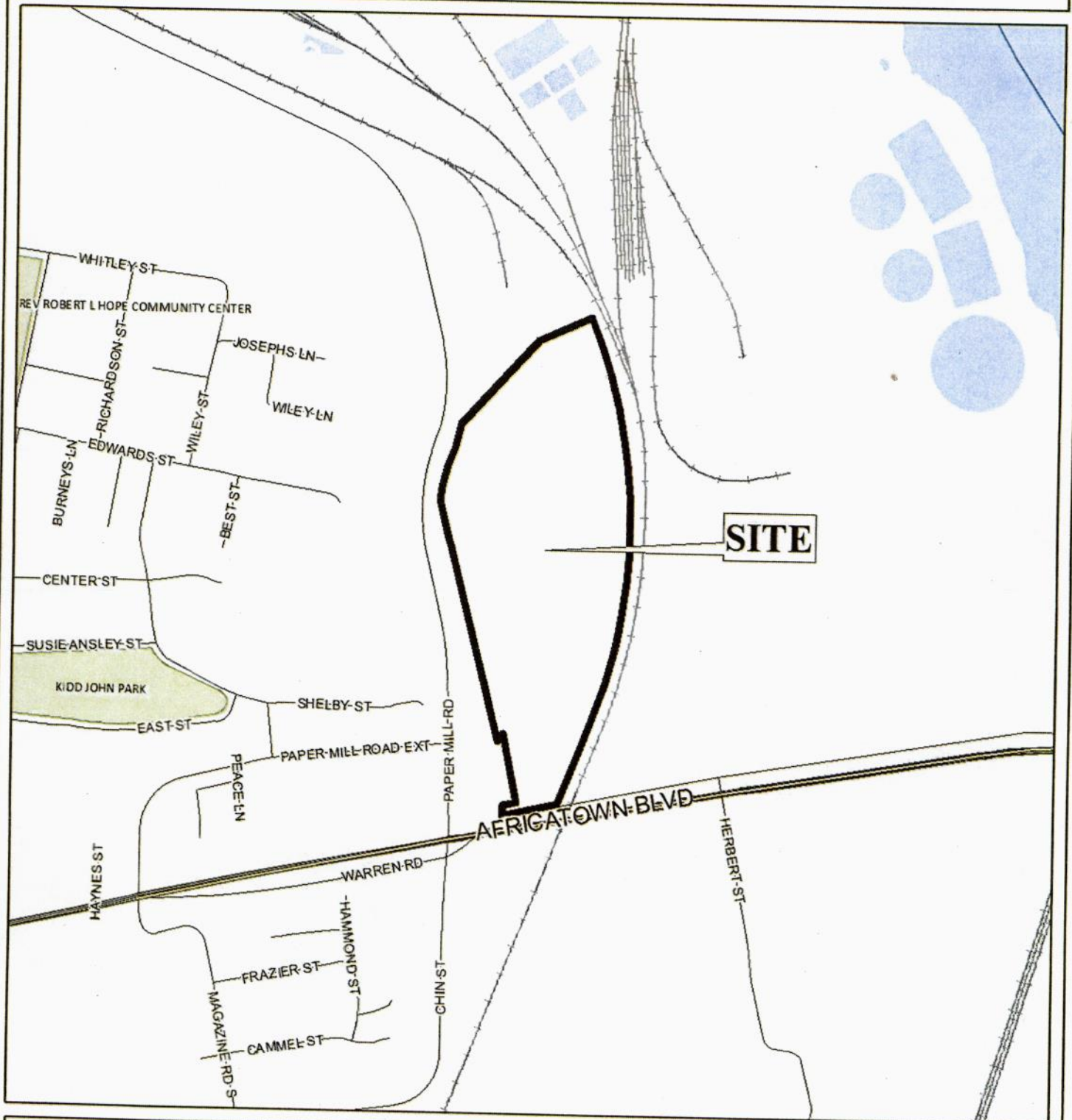
tentatively approved by the Planning Commission would result in a split-zoned lot if the current rezoning application is denied, therefore rendering the Subdivision approval invalid. Given that the proposed rezoning is to accommodate a development that has occupied the site since at least 1940, the rezoning may be appropriate.

RECOMMENDATION

Based on the preceding, the application is recommended for Approval, subject to the following:

- 1) Completion of the Subdivision process; and
- 2) Full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

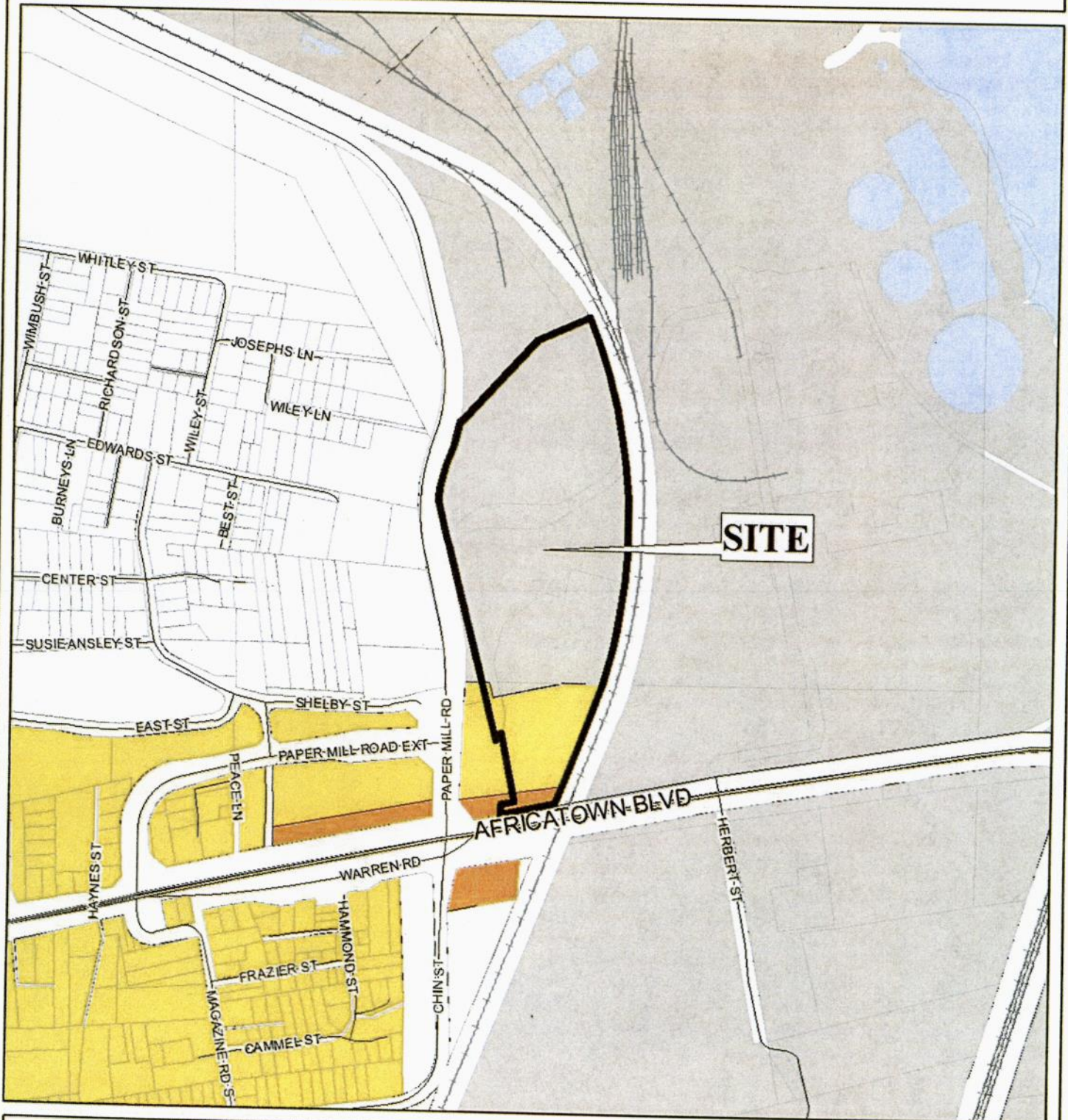
REQUEST Rezoning from R-2, B-2, and I-2 to I-2

N



NTS

LOCATOR ZONING MAP



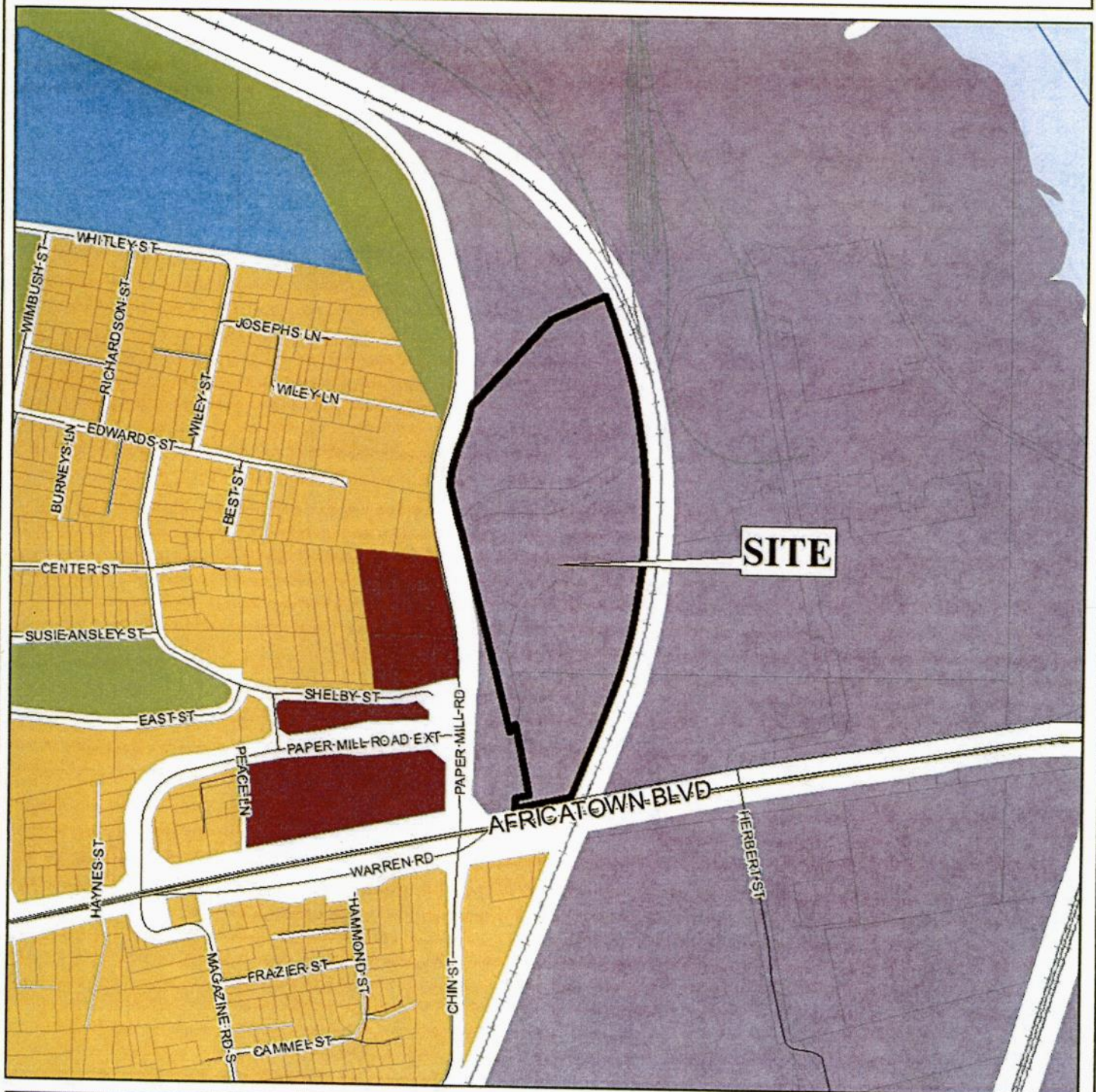
APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

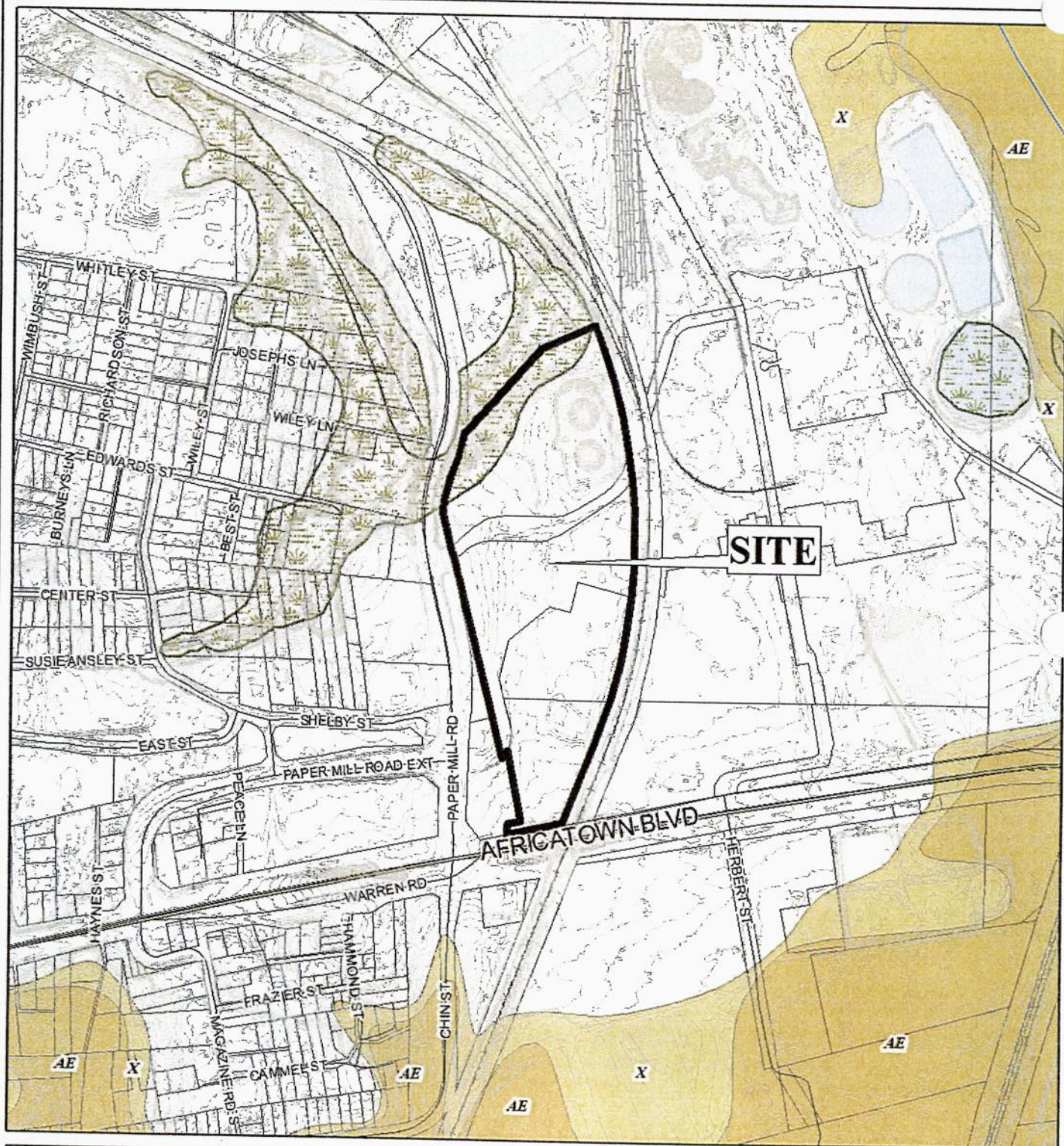
REQUEST Rezoning from R-2, B-2, and I-2 to I-2

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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 | |



NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 9 DATE September 20, 2018

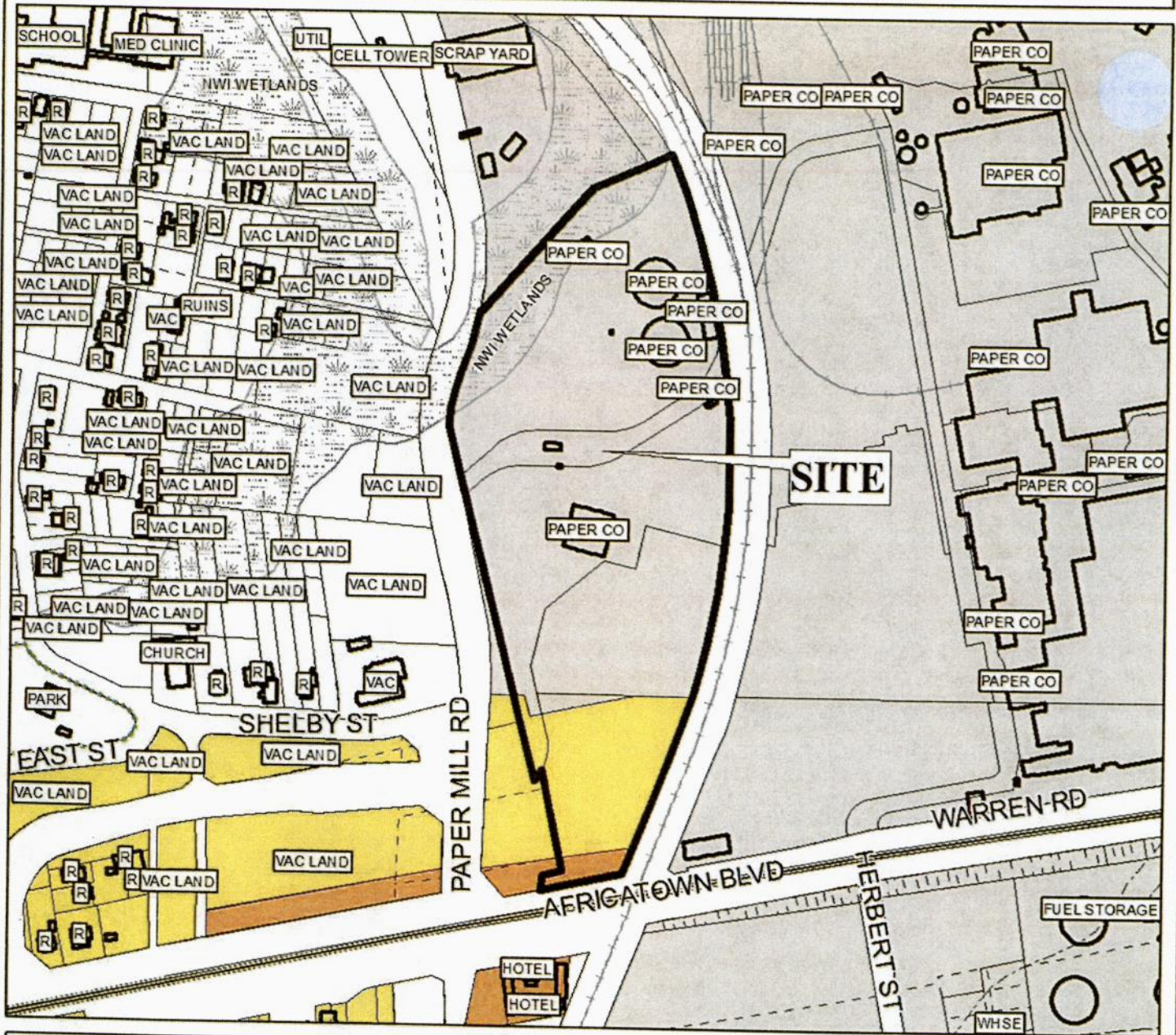
APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the east and residential units to the west.

APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2

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 industrial units to the east and residential units to the west.

APPLICATION NUMBER 9 DATE September 20, 2018

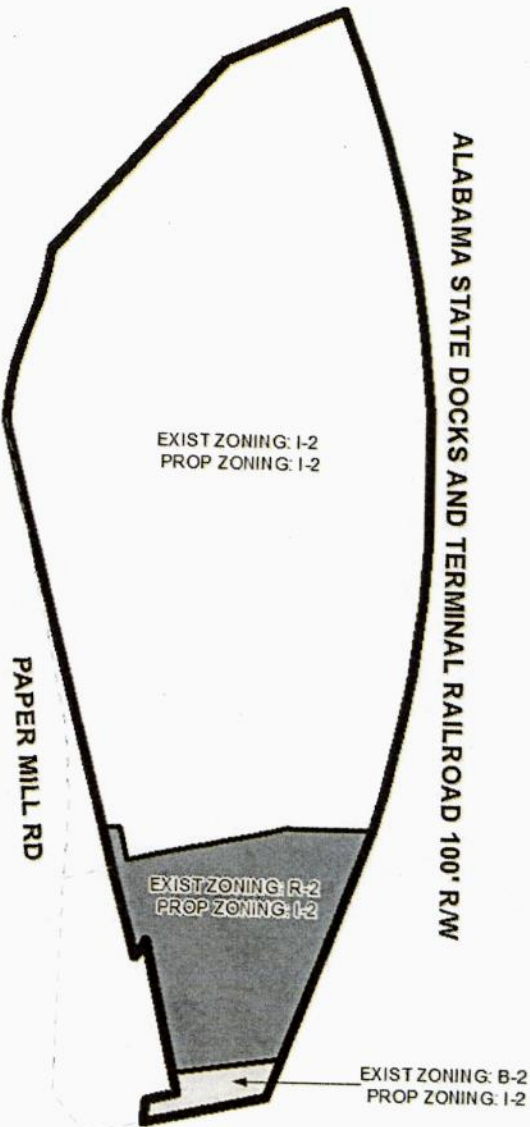
APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



NTS

SITE PLAN



The site plan illustrates the proposed zoning changes.

APPLICATION NUMBER 9 DATE September 20, 2018

APPLICANT Kimberly Clark Corporation

REQUEST Rezoning from R-2, B-2, and I-2 to I-2



Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Kimberly Clark Tissue Co.
P.O. Box 80615
Indianapolis, IN 46280

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, AL 36610

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, AL 36610

Patel Kanta R & Roman L
C/o Baybridge Enterprises
283 Baybridge Rd
Prichard, AL 36610

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Chippewa Lakes LLC
107 St Francis St Ste 1970
Mobile, AL 36602

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama State Of
P O Box 1588
Mobile, AL 36601

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, AL 35291

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, AL 35291

Alabama Power Co
C/o Norman Horsley, Tax Agt
P O Box 2641
Birmingham, AL 35291

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Cushman Roderick H Etal
Univar Usa, Inc
C/o Ryan, Inc
Dallas, Tx 75240

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, AL 36602

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, AL 36602

Alabama State Port
Attn: James K Lyons Dir/ceo
250 North Water St Ste 300
Mobile, AL 36602

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Lawler and Company
P.O. Box 1135
Theodore, AL 36590

Heningburg Daniel & M F
P.o. Box 180021
Mobile, AL 36618

Heningburg Daniel & M F
P.o. Box 180021
Mobile, AL 36618

Heningburg Daniel & M F
P.o. Box 180021
Mobile, AL 36618

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, AL 36610

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, AL 36610

Adams Carrie, Dicie Lewis &
% Eugene Collins
626 Shelby St
Magazine, AL 36610

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **Northeast corner of Paper Mill Road and Africatown Boulevard.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, R-2, Two-Family Residential District, and I-2, Heavy Industry District** to **I-2, Heavy Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) Full compliance with all municipal codes and ordinances; and 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.