

### CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this <u>16th</u> day of <u>May</u> , 20<u>14</u>, by the CITY OF FOLEY, hereinafter called the Owner, Party of the First Part, and <u>E-J BUILDERS, INC.</u> a Corporation organized and existing under the laws of the State of Alabama, hereinafter, called the Contractor, Party of the Second Part,

WITNESSETH: That the parties hereto do mutually agree as follows:

The Contractor shall furnish the materials and perform the work for: GLENLAKES BIKE PATH PHASE II and other work, complete in place with all appurtenances, for the consideration of the unit price set forth in the Contractor's proposal, estimated to total \$127,881.00, for the various items of work and in strict and entire conformity with the provisions of the contract, the advertisement and proposal, the plans, general conditions, special provisions, supplemental specifications, Addendums [if applicable], specifications prepared (or approved) and submitted by the Owner and which said plans and specifications and the advertisement and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement to include at a minimum:

- 1) A copy of your current State of Alabama General Contractor's Board Certification. (On File)
- 2) A City of Foley Business License. (On File)
- 3) Furnish a certificate of General Liability insurance, Workers Compensation insurance, and Proof of Automobile General Liability Insurance.
- 4) Provide a performance bond and payment bond from a duly authorized corporate surety company authorized to do business in the State of Alabama which must be executed upon award of the bid with a penalty equal to 100% of the amount of the contract price.
- 5) Affidavit of E-Verify compliance per the Alabama Immigration Act. (On File)
- 6) Successful completion of background check. (On File)

The work shall be commenced within <u>ten (10)</u> days of the date specified in a Notice to Proceed to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within <u>sixty (60)</u> calendar days from and after the commencement date stipulated in said work order.

It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the first party may retain the sum of <a href="Two Hundred Dollars">Two Hundred Dollars</a> (\$200.00) for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure to the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the stipulated damages the first party will have sustained in the event of such default by the second party.



IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

|        | E-J BUILDERS, INC.   | V                     | CITY OF FOLEY                                  |
|--------|--|-----------------------|--|
|        |  | -                     |  |
|        | Japles J. Jurkie vicz, President   | -\$                   | John E. Koniar                                 |
|        | 220 West Laurel Avenue, Foley, AL 36535  | (                     | and contracted polar degradation and           |
|        | Business Address   |                       | Mayor<br>Official Title                        |
|        |  |                       | Official fitte                                 |
| ,      | 251-943-1112   |                       |  |
| ÷      | Telephone Number   |                       |  |
|        | 63-0572533   | melinologia.          |  |
|        | Federal ID#  |                       |  |
|        |  |                       |  |
|        |  |                       |  |
|        | STATE OF ALABAMA)  |                       |  |
|        | COUNTY OF BALDWIN)   |                       |  |
|        |  |                       |  |
|        | v ver  |                       | id State and County, hereby certify the        |
|        | James J. Jurkiewicz whose name as President  | 150                   |  |
|        | and who is known to me, acknowledged befo  | • •                   |  |
|        | the within instrument, he, as such officer and   | with full authority   | executed the same voluntarily and as           |
|        | the act of said corporation.   |                       |  |
|        | (1)(1)(1)(1)   | -1.11. 1 - 16.        | 1 1 1  |
| 191.61 | 90 14 September My hand and Official S   | eal this the          | th day of May                                  |
| 100    | 20 14  | . 1                   | •  |
| . A.   | Z : 0 =  | Mr.                   | The Three Three                                |
| 3:     | G 19:02  | NOTARY PUBLIC         | Tracy Lynn Myers                               |
| 言語     | E A Sine   | NOTARY PUBLIC         | They fight flyers                              |
| Y.     |  | 4/30/                 | 2017   |
| 4, 1   |  | MY COMMISSION         | -  |
| 111    | Constant of the constant of th | Wir COMMISSION        | TEN MES  |
|        | STATE OF ALABAMA)  |                       |  |
|        | COUNTY OF BALDWIN)   |                       |  |
|        | ,  |                       |  |
|        | I, the undersigned authority, a Notary   | Public in and for sai | d State and County, hereby certify that        |
|        | John E. Koniar whose name as Mayor, of the   | City of Foley, ackn   | owledged before me on this day, that           |
|        | being informed of the contents of the within i   | nstrument, he, in h   | is capacity as such, executed the same         |
|        | voluntarily on the day the same bears date.  |                       |  |
|        |  | , 20                  | (4)  |
|        | Given under my hand and Official S   | eal this the 10       | day of May                                     |
|        | 20_/4.   | ( / /                 | 050  |
|        |  | rictoria              | Doubter  |
|        |  | NOTARY PUBLIC         |  |
| 1      | Op '%  | 9                     | My Commission Exp<br>June 24, 2017             |
| 6.0    | DIVIN  | napsws                | / 10 BIRIC - DIMIN A ADDIOL                    |
| 0      | - 1 10   | MY COMMISSION         | HEXAGAMADIO                                    |
| 1      | B · D · S  | 30000000              |  |
| TIL .  | 7/50   | VIC                   | TORIA SOUTHERN                                 |
| The .  | C K. Kung  |                       | Public - State of Alabama / Commission Expires |
| 111    | CE Marie   | <b>1</b>              | June 24, 2017                                  |



(251) 943-1545 Fax (251) 952-4014 www.cityoffoley.org

May 7, 2014

Mr. James Jurkiewicz E-J Builders P.O. Box 669 Foley, AL 36536

RE: Bid Award for Glenlakes Bike Path Phase II

Dear Mr. Jurkiewicz:

The Foley City Council, in regular session on Monday, April 21, 2014, accepted the bid submitted by E-J Builders, Inc. in the amount of \$\$127,881.00 for Glenlakes Bike Path Phase II. Attached is awarding Resolution number 14-0144-RES. Please reference this Resolution number on all invoices related to this purchase to ensure prompt payment.

This letter serves as your "Notice of Award". The following items must be provided/obtained prior to the issuance of your "Notice to Proceed".

- A copy of your current State of Alabama General Contractor's Board Certification. (On File)
- 2) A City of Foley Business License. (On File)
- 3) Furnish a certificate of General Liability insurance, Workers Compensation insurance, and Proof of Automobile General Liability Insurance.
- 4) Provide a performance bond and payment bond from a duly authorized corporate surety company authorized to do business in the State of Alabama which must be executed upon award of the bid with a penalty equal to 100% of the amount of the contract price.
- 5) Affidavit of E-Verify compliance per the Alabama Immigration Act. (On File)
- 6) Successful completion of background check. (On File)
- 7) Executed contract for construction.

Should you have any questions, please contact me at 251-970-2418.

Sincerely,

Rachel Keith Purchasing Agent

Fulctiasing Agent

cc: Randy Kurtts Vickey Southern





407 E. Laurel Avenue Foley, AL 36535

## **Signature Copy**

Resolution: 14-0144-RES

File Number: 14-0269

**Enactment Number: 14-0144-RES** 

Bid Results for Glenlakes Bike Path Phase II

WHEREAS, the City of Foley solicited and publicly opened sealed bids on April 10, 2014 at 2:00 p.m. for the Glenlakes Bike Path Phase II project, and the results are as follows:

| VENDOR                      | TOTAL PRICE   |
|-----------------------------|---------------|
| E-J Builders Inc.           | \$127,881.00  |
| Blade Construction          | \$129,480.00  |
| R & S Paving & Grading      | \$131,470.00  |
| Sandalwood Development Inc. | \$154,996.00* |

\*Tallies were calculated incorrectly by bidder for Line Items 3-5 and 11. The true and correct total amount is \$155,037.90.

WHEREAS, the lowest responsible bid was submitted by E-J Builders, Inc. in the amount of \$127,881.00.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

Accepts E-J Builders, Inc.'s bid in the amount of \$127,811.00 for the SECTION 1: construction of the Glenlakes Bike Path Phase II project, and amends Account No. 12-665-7281 Q64 CONST accordingly.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 21st day of April, 2014.

Ave: 4 President Trawick, Council Member Quaites, Council Member Hellmich and Council Member Blackwell

Abstain: 1 Council Member Ebert III

| OF TOTAL President's Signature        | Date <u>4-23-14</u> |
|---------------------------------------|---------------------|
| Attest by City Clerk Victorias Inches | Date 4-33-2014      |
| Mayor's Signature                     | Date 4/23/2014      |

# PERFORMANCE BOND

SURETY"S BOND NUMBER 2-12-02-37

USE BLACK INK ONLY

(2) The PRINCIPAL (Name and address of Contractor as appear in the Construction Contract)

E-J BUILDERS, INC.

PO BOX 669

**FOLEY, AL 36535** 

(3) The **SURETY** (Name and Principal Place of Business)

GREAT AMERICAN INSURANCE COMPANY

430 INDUSTRIAL LANE, UNIT 5

BIRMINGHAM, AL 35211

The **OWNER** (Name and address, same as appears in the Construction Contract)

CITY OF FOLEY

PO BOX 1750

**FOLEY, AL 36536** 

(5) The **PENAL SUM** of this Bond (the Contract Sum) ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-ONE & NO/100 Dollars (\$127,881.00)

(6) DATE of the Construction Contract: MAY 16, 2014

(7) The **PROJECT**: (Same as appears in the Construction Contract)

GLENLAKES BIKE PATH PHASE II

- 1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- 2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

- 3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
- 4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
  - (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
  - (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
- 5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
  - (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.
- 6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
- 7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
  - (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
  - (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.
- 8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

- 9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
  - (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
  - (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
  - (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
  - (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.
- 10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

| (8)  | SIGNED AND SEALED this16           | _ day ofMAY                     | , 2014 .             |
|------|------------------------------------|---------------------------------|----------------------|
| (9)  | ATTEST:                            | CONTRACTOR                      | as PRINCIPAL:        |
|      | John W. Jurkiewicz                 | E-J BUILDE                      | ERS, INC.            |
|      |                                    | James J. Jur                    | kiewicz, President   |
|      |                                    | - Cames 5. Sur                  | Name and Title       |
| (10) | Countersigned by                   |                                 |                      |
|      | Alabama Resident Agent for Surety: | <b>SURETY:</b>                  | CE CON               |
| (    | By Allall                          | GREAT AMERIC                    | AN INSURANCE COMPANY |
|      | J. DAVID HUTTO, JR.  Name          | By Aland<br>J. DAVIĎ HUTTO, JR. | 4 = 3 (5 )           |
|      | 430 INDUSTRIAL LANE, UNIT 5        |                                 | 196                  |
|      | BIRMINGHAM, AL 35211               | <u>ATTORNEY-IN</u>              | <u>I-FACT</u>        |
|      | Address                            |                                 | Name and Title       |
|      |                                    |                                 |                      |

NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

## PAYMENT BOND

SURETY"S BOND NUMBER 2-12-02-37

USE BLACK INK ONLY

The **PRINCIPAL** (Name and address of Contractor, same as appears in the Construction Contract)
E-J BUILDERS, INC.
PO BOX 669
FOLEY, AL 36535

The **SURETY** (Name and Principal Place of Business)
GREAT AMERICAN INSURANCE COMPANY
430 INDUSTRIAL LANE, UNIT 5
BIRMINGHAM, AL 35211

The **OWNER(s)** (Name and address, same as appears in the Construction Contract)
CITY OF FOLEY
PO BOX 1750
FOLEY, AL 36536

(5) The **PENAL SUM** of this Bond (the Contract Sum) ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-ONE & NO/100 Dollars (\$127,881.00).

(6) DATE of the Construction Contract: MAY 16, 2014

(7) The **PROJECT**: (Same as appears in the Construction Contract)

GLENLAKES BIKE PATH PHASE II

- 1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
- 2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.
- 3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action

upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

- 4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
- 5. This bond is furnished to comply with <u>Code of Alabama</u>, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
- 6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract

| (8) SIGNED AND SEALED this16              | day ofMAY,2014                                |
|---|---|
| <sup>(9)</sup> ATTEST:                    | <b>CONTRACTOR as PRINCIPAL:</b>               |
| John W. Jurkiewicz                        | E-J BUILDERS, INC.                            |
|   | 3   |
| (10) Countersigned by                     | James J. Jurkiewicz, President Name and Title |
| Alabama Resident Agent for Surety:        |   |
| By Alcell                                 | SURETY:                                       |
| D. J. | GREAT AMERICAN INSURANCE COMPANY              |
| J. DAVID HUTTO, JR.  Name                 | 100 01/3/3/3/                                 |
| 430 INDUSTRIAL LANE, UNIT 5               | DAVID HUTTO, JR.                              |
| BIRMINGHAM, AL 35211                      |   |
| Address                                   | ATTORNEY-IN-FACT  Name and Title              |
|   |   |

NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

**GREAT AMERICAN INSURANCE COMPANY®** 

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

No. 0 16957

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

Address

Limit of Power

J. DAVID HUTTO, JR.

BIRMINGHAM, ALABAMA

\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of AUGUST , 2013 .

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

ONE

Savid C. Patelin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30TH day of AUGUST , 2013 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-16 Karen R. Groshim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

### **CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

1850

Signed and sealed this

16

day of

2014



Assistant Secretary

S1029AC (4/11)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2014

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

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

| COLUMBIA IL CIACO IL IL IL CA CI CA |      |                              |  |                           |        |       |  |
|-------------------------------------|------|------------------------------|--|---------------------------|--------|-------|--|
| PRODUCER                            |      | CONTACT Sue Harter           |  |                           |        |       |  |
| Truitt Insurance & E                | Bond | ing Inc.                     | PHONE (A/C, No, Ext): (205) 254-3005 FAX (A/C, No): (205) 254-0908 |                           |        |       |  |
| P.O. Box 531010                     |      |                              | E-MAIL<br>ADDRESS: sue@truittinsurance.com                         |                           |        |       |  |
|                                     |      |                              | INSUF  | RER(S) AFFORDING COVERAGE |        | NAIC# |  |
| Birmingham                          | AL   | 35253                        | INSURER A : Sentry   | Insurance a Muti          | ıal    | 24988 |  |
| INSURED                             |      |                              | INSURER B : Custom   | Assurance Placer          | ments, |       |  |
| E-J Builders, Inc.                  |      |                              | INSURER C:   |                           |        |       |  |
| PO Box 669                          |      | INSURER D:                   |  |                           |        |       |  |
|                                     |      |                              | INSURER E :  |                           | 20     |       |  |
| Foley                               | AL   | 36536                        | INSURER F:   |                           |        |       |  |
| COVERAGES                           | (    | CERTIFICATE NUMBER:14-15 Mas | ter  | REVISION NU               | MBER:  |       |  |

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<br>LTR | TYPE OF INSURANCE  | ADDL | SUBR | POLICY NUMBER    | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT  | s  |           |
|-------------|--|------|------|------------------|----------------------------|----------------------------|--|----|-----------|
| •           | GENERAL LIABILITY  |      |      |                  |                            |                            | EACH OCCURRENCE                              | \$ | 1,000,000 |
|             | X COMMERCIAL GENERAL LIABILITY   |      |      |                  |                            |                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$ | 100,000   |
| Α           | CLAIMS-MADE X OCCUR  |      |      | TBD              | 4/30/2014                  | 4/30/2015                  | MED EXP (Any one person)                     | \$ | 10,000    |
|             |  |      |      |                  |                            |                            | PERSONAL & ADV INJURY                        | \$ | 1,000,000 |
|             |  |      |      |                  |                            |                            | GENERAL AGGREGATE                            | \$ | 2,000,000 |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:   |      |      |                  |                            |                            | PRODUCTS - COMP/OP AGG                       | \$ | 2,000,000 |
|             | X POLICY PRO-<br>JECT LOC  |      |      |                  |                            |                            |  | \$ |           |
|             | AUTOMOBILE LIABILITY   |      |      |                  |                            |                            | COMBINED SINGLE LIMIT (Ea accident)          | \$ | 1,000,000 |
| А           | ANY AUTO   |      |      |                  |                            |                            | BODILY INJURY (Per person)                   | \$ |           |
|             | X ALL OWNED X SCHEDULED AUTOS  |      |      | TAA01762         | 4/30/2014                  | 4/30/2015                  | BODILY INJURY (Per accident)                 | \$ |           |
|             | X HIRED AUTOS NON-OWNED AUTOS  |      |      |                  |                            |                            | PROPERTY DAMAGE (Per accident)               | \$ |           |
|             |  |      |      |                  |                            |                            | Uninsured motorist combined                  | \$ | 50,000    |
|             | X UMBRELLA LIAB X OCCUR  |      |      |                  |                            |                            | EACH OCCURRENCE                              | \$ | 5,000,000 |
| A           | EXCESS LIAB CLAIMS-MADE  |      |      |                  |                            |                            | AGGREGATE                                    | \$ | 5,000,000 |
|             | DED X RETENTION\$ 10,000   |      |      | TBD              | 4/30/2014                  | 4/30/2015                  |  | \$ |           |
| В           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |      |      |                  |                            |                            | X WC STATU-<br>TORY LIMITS OTH-<br>ER        |    |           |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE   |      |      |                  |                            |                            | E.L. EACH ACCIDENT                           | \$ | 1,000,000 |
|             | (Mandatory in NH)  | N/A  | 1    | AVWCAL2041802011 | 7/10/2013                  | 7/10/2014                  | E.L. DISEASE - EA EMPLOYEE                   | \$ | 1,000,000 |
|             | If yes, describe under<br>DESCRIPTION OF OPERATIONS below  |      |      |                  |                            |                            | E.L. DISEASE - POLICY LIMIT                  | \$ | 1,000,000 |
| Α           | Inland Marine  |      |      | TBD              | 04/30/2014                 | 04/30/2015                 | Leased/Rented                                |    | 100,000   |
|             | Commission Commission (Commission Commission |      | 1    |                  |                            |                            |  |    |           |
|             |  |      |      |                  |                            |                            |  |    |           |
|             | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Glenlakes Bike Path Phase II   |      |      |                  |                            |                            |  |    |           |

| CERTIFICATE HOLDER                    | CANCELLATION   |  |  |  |  |  |
|---------------------------------------|--|--|--|--|--|--|
| City of Foley<br>407 E. Laurel Avenue | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |  |  |  |  |  |
| Foley, AL 36535                       | AUTHORIZED REPRESENTATIVE  |  |  |  |  |  |
|                                       | Tony Truitt/SERV   |  |  |  |  |  |