STATE OF ALABAMA) (
:
COUNTY OF BALDWIN) (

The City Council met in a Work Session at 4:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 26 February 2018.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Burrell called the meeting to order at 4:30 p.m.

The following topics were discussed:

- The first item on the agenda was the discussion of the Utilities Department Priority Projects by Operations Director Richard Peterson who presented the City Council with the attached handout. Mr. Peterson explained the main priorities for each Utility. The four lift stations, transmission system, Church Street outfall line, pumps at South Section and Fels, City drainage issues, and cast-iron replacement pipe. He mentioned we need to get RFQs out from civil engineering. The other main priorities are Fairhope to Ingleside outfall; mapping system upgrade; rehabilitation on Middle Street/Valley basin and aged infrastructure; Fels Avenue lift station; and Grand Hotel Project with lift station. Mr. Peterson mentioned a 12-month study for ground water management; and assessment of Gas system based on population density. The City Council discussed several ways of possible financing these projects.
- The Discussion for Fairhope Avenue Drainage Improvements: Public-Private Partnership by Public Works Director Richard Johnson was next on the agenda. Mr. Johnson explained the Portico Site and Fairhope Avenue drainage issues; and Chris Haley was willing to work with the City as a partnership to correct the issues: the City would provide the materials with an estimated cost of $95,000.00; and Mr. Haley would install pipe and structures, engineering design, etc. Council President Burrell questioned this being our problem. Mr. Johnson replied there are flooding issues at inlets. Mr. Haley stated an easement would be granted to the City for maintenance of the drainage system. Mr. Johnson said a memorandum of understanding would be prepared for this partnership. The consensus of the City Council was to proceed with materials and get the memorandum of understanding prepared.
- City Treasurer Michael Hinson gave a Presentation of All Account Balances to the City Council; and explained the main points for them to look at. Council President Burrell requested the specifics of what funds can be used for.
- Councilmember Brown discussed the recommendation from the Education Advisory Board for the five Fairhope schools. He explained the need for "Intervention Teachers" and read the memo to the City Council with recommendation; and said this simplifies what schools use the funds for.

Councilmember Robinson said he was concerned we would be funding a permanent position. Councilmember Brown stated this is a one-year commitment. Council President Burrell said he was not for full-time positions; and this is not what we first began for the Education Advisory Committee and the schools. He said this has changed six time since the onset; and we need Resource Officers in our schools and to purchase K-1 Center. Councilmember Conyers also said we need Resource Officers in our schools; and questioned if the "Intervention Teachers" is to replace the reading program that we funded. The consensus of the City Council was to accept and fund the recommendation of the Baldwin County Board of Education, principals, and the Education Advisory Committee for the "Intervention Teachers."

- Councilmember Conyers asked for BJ Smith with Shorecombers to address the City Council. Ms. Smith explained the Trash Blast program for Mobile and Baldwin Counties. She said it would mobilize $250,000.00 through volunteers. She showed the litter bag for picking up trash and this program would be combined with the stormwater markers. There would be teams at each watershed. Ms. Smith was requesting $2,160.00 to help fund the litter bags for volunteers. The consensus of the City Council was to move forward and fund the $2,160.00.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:00 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

UTILITY INFRASTRUCTURE IMPROVEMENT PLAN

PHASE I

GENERAL:

During the City Council meeting of February 15, 2018, and one council meeting past when the 2017 – 2018 fiscal year budget was approved, the discussion regarding capital spending was discussed. It was discussed because the proposed capital spending budget (plan) was removed from the budget that was approved. The City Council indicated their desire to consider capital spending projects but required the submission of a formal plan to make these decisions. There was no definition as to what the formal plan should consist of, or why the basic conclusions of the Goodwin, Mills and Cawood, GMC, report were not sufficient evidence of the need to improve the wastewater system's transmission capacity. Nor was there justification explained why Fairhope should not to proceed with the specific projects recommended in the report. The recommendations of the report are attached as Exhibit A of this plan.

There was further discussion regarding the financing of the recommended infrastructure improvement plan that was submitted, but not included in the approved budget. The proposed Capital Spending Plan, removed from the approved budget, listed a three-year capital improvement plan with proposed rate increases to cover the debt service. The major concepts of this plan were discussed during the department head reports prior to the mayor submitting her budget recommendation to the council.

A very similar Capital Spending Plan to this proposal was submitted to the City Council prior to the approval of the 2016 – 2017 budget but was also removed from consideration at that time. This proposal was originally submitted during a time when the Federal Fund Rate was 1.0%. In December of 2017, the rate was 1.5%. Interest rate projections for 2018 anticipate another rate hike up to 2.0% with a projected increase to 3% by 2020. The steady increase in rates will only increase the cost of borrowed money.

My recommendation was to borrow the money through any conventional funding plan while the interest rates were low and while knowing our cash reserves for all our Utilities could be absorbed very quickly if we were to sustain a major natural disaster. I would recommend we look at a minimum two-month reserve fund for utilities, which would require $6,500,000.00 in available funds for a natural disaster recovery effort. These funds would provide the needed recovery cost to any such disaster, which can be significant as mutual aid contractors are generally on overtime rates, while materials can be at a premium cost due to supply. A three-month reserve would be more desirable, in my opinion, as it would provide a more comfortable cash position for recovery and give us strength in our credit rating so borrowed money can be at a minimal interest rate. Plus, as we go through our power pole survey, meter accuracy evaluation and sewer rehabilitation program, I expect to find unanticipated costs in these

efforts that we should be prepared to fund out of pocket. All these described issues, from interest rates to reserve fund balance to unexpected rehabilitation needs are rationale for my original recommendation, which I continue to support.

The Capital Improvement plan submitted to the City Council was for a three-year plan to implement known infrastructure needs. These needs include 1.) Electric Substation Capacity Improvements, 2.) Cast Iron Gas Main Replacement, 3.) Water Transmission Improvements, and 4.) Wastewater Rehabilitation and Capacity Improvements. There was also funding to renovate the Pecan Street Building to house the Utilities and Public Works Departments. The renovation would provide a safe room for first responders who would support any recovery work due to natural disaster type occurrences, such as tornados and hurricanes. These types of disasters can occur in our area and can result in severe damage to property, including utility and public works infrastructure systems.

The proposed Capital Improvement and Financing Plan was to give us three years to implement known rehabilitation needs to vital portions of our infrastructure. At that point in time, we would have a much better picture of our position, in terms of possible alternative wastewater plant sites to mitigate second tier capacity improvements, the condition of the sewer system and how significant the rehabilitation needs are, based on the progress of the assessment team. The second-tier capacity improvements will be to upgrade capacity or replace certain "major" lift stations, the possible extension of certain force main sewers to bypass existing lift stations (that may defer the upgrade and/or replacement recommendations), beyond the four major pumping stations defined in the GMC Capacity report. For the most part, these lift stations were not built to carry the added load they now serve. We would then be able to upgrade certain lift stations to increase the added capacity anticipated with new growth.

Please know, as we move forward we will continue to work with developers to find ways to build additional capacity in certain areas that fit any master plan we are able to develop. This work will need to be based on a model of the wastewater system, which was first recommended as being accomplished in-house with a new engineering department. The new engineering department would assist in the phased infrastructure improvements, maintain an up to date mapping system, improve our SCADA capability and work with developers on the required infrastructure needs of each development. The recommendation to establish the engineering department was not funded, and therefore, the mapping improvements will be recommended as a tier one project using outside consultants.

TIER ONE WASTEWATER PROJECTS:

The Tier One wastewater projects are transmission related projects to improve the transmission capacity of the system from the four major pumping stations that are identified in the GMC report to the wastewater treatment plant. Since upgrades to all lift stations are recommended in the GMC report, and growth continues to occur, it is prudent to add this transmission capacity to the system prior to increasing the capacity of the first-tier lift stations.

Tier one wastewater projects; projects that are recommended for immediate approval, include:

1.) Church Street Outfall Transmission System:

The Church Street Outfall Transmission System begins at Fels Avenue and Church Street and consist of a 12" diameter gravity sewer main that flows to the wastewater plant. Flow from the Fels Avenue lift station and the South Section Street lift station discharge into this outfall system through a manhole on Fels Avenue. The current capacity of the 12" gravity main is between 1,000 and 1,250 gallons per minute. Variances in flow can result from entrance and exit losses in manholes as flow continues downstream and into the next downstream portion of the 12" gravity main. This outfall gravity main was identified as at, or near, capacity.

This project would consist of a complete survey of the Church Street Right of Way to determine the existing location of all infrastructure and identify any upgrade requirements for storm drains, water mains and gas mains, with special attention given to the wastewater transmission system.

Once the survey is complete, engineering estimates for costs relating to various options to improve the wastewater conveyance system, including: 1.) A new 16" force main, 2.) Pipe bursting of the 12" gravity main to upsize the existing 12" main to an 18" gravity main with minimal impact to the existing pavement, 3.) A new 18" gravity main, or 4.) A consideration to re-route the force main one block west of Church Street to Summit Street where known and discovered conflicts may be avoided to reduce the overall cost.

This project may also be an opportunity to incorporate moving any overhead power distribution and services to underground distribution and services, cast iron gas main replacement, water system upgrades to improve fire protection in the downtown area, storm water infrastructure, pedestrian walks and the streetscape. The total cost of the wastewater transmission upgrade includes just over 4,000 linear feet of parallel or replacement main. The cost of the wastewater portion of this work is estimated at $350,000.00. We can be selective with the other options, depending on the final recommendation, available resources and priority.

2.) Bayou Drive, Fairwood Blvd. and Fairhope Ave. Transmission System:

This outfall system extends from the plant along Bayou Drive to Fairwood Blvd. and from Fairhope Avenue to Ingleside, where the 16" force main from the "Doghouse Lift Station" discharges into a manhole where an 18" gravity line carries the flow west on Fairhope Avenue to Fairwood Blvd. and then to Bayou Drive and to the Wastewater Plant, where it continues to pick up gravity flows from the surrounding area. This outfall gravity main was identified in the GMC report as at, or near, capacity.

With the possible by-passing of the "Doghouse" Lift Station of force mains serving the Intermediate School Lift Station and Thompson Hall Road Lift Station, this project would extend the force main from Ingleside Avenue with an 18", 21" or 24" force main to the wastewater plant. The size of this force main should be analyzed based on a combination of future flow,

velocity and total head loss relative to the pumping capacity of the potential pump stations that would be connected to it.

This plan would require a survey of the three Rights of Way where the added force main would be installed. I would anticipate the consideration for improvements to any existing sanitary sewer, storm water, cast iron gas or water main infrastructure that requires rehabilitation, or capacity improvement. The wastewater system improvement work consists of approximately 5,800 linear feet of new force main with a cost ranging from $450,000.00 to $600,000.00.

Any additional work, such as storm sewer improvement, cast iron gas main replacement or water system upgrades would be considered based on available resources and priority. These considerations can be determined from the survey of the Rights of Way and our mapping information.

3.) GIS Mapping Modifications for Asset Management and Modeling Capability:

These proposed modifications to our existing GIS utility map will structure the utilities where they can be used for modeling, where master planning can be accomplished for continued growth, and asset management can be better managed as we use the base maps, with modifications to store information developed during the rehabilitation and capacity upgrade work, for future reference. Please know the requested engineering department should be approved and in place as we get final results from this mapping upgrade work. This will be to have personnel in place to manage the proper upkeep and storage of the infrastructure work within this mapping framework. This work is estimated to cost $55,000.00.

4.) Fells Avenue Lift Station Rehabilitation:

The Fels Avenue – Mobile Street Lift Station has served Fairhope well. The existing station is a Wet Well/Dry Well type lift station, which allows the belt driven, suction lift pumps to be used without having any significant above grade structures to house the pumps. This style of lift station was installed to protect the view of the bay and minimizes the focus on this necessary item of wastewater infrastructure. This pump station also receives flow from the Pier Street Lift Station, which collects flow from the Bayfront and inland to Summit (more or less) and as far south as Sweet Water Circle. Tier Two considerations will evaluate the Pier Street lift stations and the lift stations that feed into the Pier street Lift Station.

The condition of the Fels Avenue Lift Station is poor. The pumps experience periodic clogging in the suction end of the pump and oftentimes require a significant effort to clear the obstruction, one rotating assembly is held to the support framework with tie down straps. The electric panel is operable, but quite old and subject to failure at any time. There is some deterioration of the existing wet well where sewer gases promote acidic conditions on the underside of the lid and walls of the wet well attack the integrity of the concrete structure.

This proposal will be to replace the existing lift station with a convention submersible pump type lift station. We propose an 8' diameter fiberglass wet well to mitigate future deterioration

issues from sewer gases, a duplex style system, which uses two alternating pumps where pumping redundancy is provided for periodic maintenance of pumps and controls, a bypass connection for bypass capabilities using our recently acquired dry prime, bypass pump(s) and a manual transfer switch with a quick connect plug that matches a generator, which could be used for major power outages. An odor control feature for this location is also recommended. The anticipated cost of this proposal is $125,000.00.

5.) Grand Hotel Lift Station Assessment and Collection System Evaluation:

The Grand Hotel Lift Station is located approximately 125 feet south of the main entrance of the hotel and adjacent to the Scenic 98 Right of Way. The lift station is in the parking lot of the maintenance and security area of the complex. This lift station collects flow from the low-pressure system on Scenic 98 south of the Grand Hotel and around County Road 1 to Pelican Point, the force main on U.S 98 to just east of Keller Road and portions of the Lakewood Subdivision that lay west of the golf course.

This lift station has corrosion issues in the wet well from some of the low-pressure systems that pump to it. There are three pumps installed in the lift station. One pump can perform on a stand-alone basis while the other two pumps are set up to pump in series. The collection systems of the hotel and County Road 1 seem to experience high flows with each intense rain event, which stresses the lift station and has caused the lift station receiving this waste from the Grand Hotel Lift Station on Twin Beech Road to overflow.

I recommend we contract with an engineering firm to evaluate the condition of the lift station, confirm the pumping capacity of the pumps with the pump curve and explore why two pumps run in parallel while the third pump can be used as a stand-alone pump, video and smoke test the collection system within the Grand Hotel property to check the physical condition and integrity collection system and validate the force main capacity.

We need to work with the hotel on easements and some form of maintenance agreement to have rights of ingress and egress to any components of our system that are within the property. We may have discussions that involve water metering each building separately where better tracking of water usage and possible leak detection can be achieved. This is a first-class facility and I believe we need to work with the hotel to evaluate and correct any water and sewer deficiencies on that property. I am positive the hotel would be in favor of working with us.

This study will give us a better plan going forward where options for renovating versus replacing the lift station will be tangible. The condition of the internal infrastructure, such as water metering and wastewater collection, will be identified. This will give us a framework for discussions that can lead to an operation and maintenance agreement for the internal infrastructure where water system flushing, water metering and wastewater system maintenance can be managed by Fairhope Utilities. The cost of a study described herein is estimated at $35,000.00.

WATER PROJECTS:

The site of Well 3 is located just south of the south east corner of County Road 33 and Boone Lane. The site has the capability to produce more water that the current well by adding an additional well or wells on that site. The first item we need to address to maximize this site for potable water production will be a groundwater monitoring plan. A groundwater monitoring plan will help validate the withdrawals of the existing well and if those withdrawals are causing the static water level of the aquifer to drop. The results of this study will help project future capacities and allow us an opportunity to look at additional supply at each existing well site where infrastructure planning can be performed for future well, treatment plant and transmission capability.

Our geologist, O'Donnell and Associates, Inc., OAI, has proposed a 12-month monitoring plan for all our well sites. This plan will support the goals of predicting future withdrawals for any locations where an additional well, or wells, can be added to our production capability. This will also help plan the future infrastructure needs to accommodate this added production. The cost of this plan is $6,000.00. I recommend we proceed with the proposed plan, as presented by OAI and attached to this report.

GAS PROJECTS:

The Financial Advisory Committee has recommended a preliminary phase of documentation relating to the gas system. This documentation will be to validate the mapping data that is available, model the high pressure distribution system, based on projected throughputs and where the demand occurs on the system, model any low pressure distribution systems that lost pressure due to the resent cold weather demands, including the cast iron gas main portions of the low pressure system and determine the higher consequence class locations where the cast iron gas mains are located so a priority system of replacement can be identified.

A draft RFQ that was presented to the Financial Advisory Committee during their most recent meeting that is attached to this report. I recommend we advertise for this study and start working with a consultant accomplish these tasks.

Please be reminded that wastewater infrastructure projects may proceed in advance of the work being completed. As we design the wastewater infrastructure improvement projects, it must also be a priority to replace any cast iron gas mains that are discovered in these Rights of Way of the wastewater improvement work.

ELECTRIC PROJECTS:

The recent council approval of the Stewart Engineering Professional Services Agreement for the substation upgrade work was greatly appreciated. We need to return our focus to the property located at the northeast corner of Middle Street and Young Street. This property is the recommended location of the new Nichols Street Substation. As you may recall, the report

recommendations were to build a new substation at this location to effectively replace the existing Nichols Street and Church Street substations.

In addition to the substation capacity upgrades, we anticipate entering into a pole maintenance contract where we can identify poles that are at, or near, their useful life. This study will determine the number of poles that need attention, based on an industry standard for scoring of the results of the penetration test. The recommended testing frequency is ten (10) years. It has been ten years or longer since we have conducted any pole testing. We do want to add an inventory of attachments, adding a pole number unique to each pole and have a GIS location identified for each pole to be used in mapping.

SUMMARY AND CONCLUSIONS:

I trust we can all agree that certain key components of the utility infrastructure need attention. The plan offered in this report describes the first steps toward providing these needed improvements. The wastewater transmission improvements, identified herein, are only the first phase. The second phase of this plan will require capacity improvements of lift stations and/or force mains, further upstream in the wastewater system.

The rehabilitation of the wastewater collection system will be more time and labor intensive. We are using the renewed annual contract for video observation, pipeline linin and manhole repair work to repair manholes in the Valley lift station collection basin. This basin is where the 2017 contract lined over 3 miles of main. The location on Middle Street, where sanitary sewer overflows have occurred, is in this Valley lift station collection basin. We will continue our focus in this collection area basin until we are satisfied that we have made progress toward the elimination of these overflows.

As we get these initial projects started, we will start the planning process to carry the next phase of projects forward. This will likely be during the next fiscal year budgeting process. Please expect to see funding requests for a water transmission project, a continuation of funding for the electric substation upgrades, cast iron gas main replacement, certain lift station upgrades, force main extensions and sewer rehabilitation work.

AVERAGE GROWTH

PUMP STATION	CURRENT DESIGN CAPACITY (gpm)	ADF (gpm)	PDF (gpm)	ADF (gpm) 2022	PDF (gpm) 2022	ADF (gpm) 2027	PDF (gpm) 2027	PEAKING FACTOR (%)
SOUTH SECTION	650	196	273	292	407	388	540	1.39
NORTH SECTION	500	231	342	272	403	287	425	1.48
THOMPSON HALL	500	200	264	296	391	351	463	1.32
DOGHOUSE	800	500	633	637	806	802	1015	1.27

HIGH GROWTH

PUMP STATION	CURRENT DESIGN CAPACITY (gpm)	ADF (gpm)	PDF (gpm)	ADF (gpm) 2022	PDF (gpm) 2022	ADF (gpm) 2027	PDF (gpm) 2027	PEAKING FACTOR (%)
SOUTH SECTION	650	196	273	306	426	416	579	1.39
NORTH SECTION	500	231	342	278	412	293	434	1.48
THOMPSON HALL	500	200	264	210	277	273	360	1.32
DOGHOUSE	800	500	633	658	833	847	1072	1.27

4.5 Recommended Immediate Wastewater System Improvements

Based on design capacities and existing flow rates, it is recommended that the City immediately replace the four (4) major lift stations studied. These stations are the S. Section St, N. Section St., Thompson Hall and Doghouse lift stations. A complete replacement including a new wet well, pumps, control panel, electrical, and piping at each station is recommended. The existing wet wells are not lined and display signs of concrete degradation. The pumps are undersized in all cases to accommodate the peak flows. The increase in pump size expected will require the electrical components be upgraded.

Along with pump station upgrades, significant improvements are necessary for several of the major gravity outfall lines in the system. The receiving gravity line that is fed by the Doghouse Pumping Station is currently an 18-inch line. This line is currently carrying flows above its design capacity and approaching its total capacity. This line runs down Fairhope Ave to Fernwood, and then to the WWTP. The 12-inch gravity line into which the South Section St Station discharges has two (2) additional pump stations that discharge into the same wetwell. If all three (3) stations are pumping simultaneously, the total capacity of this line is consumed, which may create sewer surcharging in the manholes. Such surcharging creates increased probability of an SSO. The Thompson Hall station currently discharges into an 8-inch gravity main behind Winn Dixie and then combines with a line that The East

of Sun Pumping Station discharges into where it then flows to the Doghouse station. These 8-inch gravity mains both contain segments that have very little slope which results in a lowered capacity. Further, the invert of the gravity line with both stations pumping is above design capacity and on the verge of exceeding its total capacity.

An aggressive sewer collection system CCTV and CIPP repair plan is also strongly recommended to address the aged infrastructure in the older portions of town where clay pipe is prevalent. This repair plan entails videoing, cleaning, and lining approximately six (6) miles of pipe per year for the next 10 years. An aggressive program such as this greatly reduces the amount of infiltration into the system during large rain events. It also can reduce the flows to the wastewater treatment plant during these same events. In addition, flows that may not be reaching the WWTP due to buried pipe failures can be corrected, effectively protecting the environment from unpermitted discharges that are currently undiscovered.

5.0 SEWER SYSTEM EXPANSION ALTERNATIVES

The preliminary engineering study indicates that some existing infrastructure as previously described shall be improved to continue providing adequate service to the existing customer base. The City has three (3) logical alternatives that provide for expansion of its sewer services that were reviewed in this study. Displays of the alternatives are located in Appendix C and Cost Estimates are located in Appendix.

5.1 Alternative 1

Alternate 1 involves upgrading 4 pump stations and related lines and continuing to send all of the sewer to the existing WWTP. The first station to be upgraded South Section Street pumping station, it would be rebuilt to a new design capacity of 1,000 GPM and the force main that currently leaves the South Section St station and empties into a 12" gravity line on Church St. would be extended all the way to the WWTP. The 12" gravity line in Church St. currently is undersized and by running the force main to the WWTP the 12" gravity main will have a substantial amount of flow taken off of it and will be able to handle the remaining flows on the main.

The second station to be upgraded is the Doghouse pumping station, it would be rebuilt to a new design capacity of 1,500 GPM and the force main that currently leaves the station and empties into an 18" gravity line on Fairhope Ave. would be extended to the intersection of Fairhope Ave and Fairwood. The gravity line from this intersection to the WWTP would then be upsized to a 30" gravity main.

The third station to be upgraded Thompson Hall pumping station, it would be rebuilt to a new design capacity of 1000 GPM and the force main that currently leaves the station and

empties into an 8" gravity line behind Winn Dixie would be extended to the force main leaving the Doghouse station. Also as part of this work the force main that leaves the Intermediate School station would be extended to the force main leaving the Doghouse station also. By extending both force mains to a connection point past the Doghouse station you are cutting down on the required capacity of the Doghouse station and also decreases the number of times sewer is being pumped before it reaches the WWTP.

The fourth station to be upgraded is the N. Section St pumping station, it would be rebuilt to a new design capacity of 800 GPM.

5.2 Alternative 2

Alternate 2 involves upgrading 4 pump stations and related lines and continuing to send all of the sewer to the existing WWTP. The major difference in Alternatives 1 and 2 are in the improvements for the S. Section St. pumping station.

The S. Section Street pumping station would still be rebuilt to a new design capacity of 1,000 GPM and the force main that currently leaves the South Section St station and empties into a 12" gravity line on Church St. would remain as is. The 12" gravity line in Church St. which is currently undersized would be upgraded to an 18" gravity main.

The second station to be upgraded is the Doghouse pumping station, it would be rebuilt to a new design capacity of 1,500 GPM and the force main that currently leaves the station and empties into an 18" gravity line on Fairhope Ave. would be extended to the intersection of Fairhope Ave and Fairwood. The gravity line from this intersection to the WWTP would then be upsized to a 30" gravity main.

The third station to be upgraded Thompson Hall pumping station, it would be rebuilt to a new design capacity of 1000 GPM and the force main that currently leaves the station and empties into an 8" gravity line behind Winn Dixie would be extended to the force main leaving the Doghouse station. Also as part of this work the force main that leaves the Intermediate School station would be extended to the force main leaving the Doghouse station also. By extending both force mains to a connection point past the Doghouse station you are cutting down on the required capacity of the Doghouse station and decreases the number of times sewer is being pumped.

The fourth station to be upgraded is the N. Section St pumping station, it would be rebuilt to a new design capacity of 800 GPM.

5.3 Alternative 3

Alternative 3 provides for the most significant increase in sewer capacity. The City may elect to improve the existing infrastructure to meet the service area requirements as

indicated in section 4.5. The expected growth and corresponding sewer system would be collected and directed to a location to be determined on the East side of US Highway 98. A site may be selected for treatment and discharge that meets the approval of ADEM through required NPDES permitting.

Other applicable discharge options for the City of Fairhope are as follows: Fish River, tributaries of Fish River (Cowpen Creek, Waterhole Branch, etc.), and other locations within Mobile Bay. Areas that may trigger stringent limits due to shellfish harvesting should be carefully reviewed based upon the Department of Public Health and Federal Department of Agriculture requirements. Collection of wastewater along the growth corridors of the City must be conveyed to a treatment facility. Conveyance to the existing facility from high growth areas may be cost prohibitive based upon the historical relevance of the area, downtown business utility interruption, and temporary loss of tourism. Onsite treatment solutions may be applicable to specific developments; however, onsite treatment solutions will not provide the necessary long-term treatment and protection of groundwater for the anticipated development area. Numerous treatment locations may become difficult to operate and maintain for a single utility where a conventional sewer collection and treatment system is appropriate.

Treatment technologies are available that can meet the tertiary discharge limitations for most surface waters, even where a 07Q10 may exist. It is recommended that the City consider streams where the 7Q10 is greater than zero if possible. Annual average precipitation data indicates that Fairhope receives nearly 68 inches. The rainfall provides some challenges, as well as some positive planning information for future discharges. Due to the stringent limitations required in tributaries and into Fish River, it is recommended that the City attempt to utilize the treated effluent to the greatest extent possible with a reuse permit or other eco-friendly method. The effluent may be permitted for reuse on agricultural fields where crops are not grown for human consumption, or for use on land such as golf courses and recreational areas. Although reuse infrastructure costs may be significant, the use of treated wastewater for other uses provides relief from constant discharge into impaired streams and is indicative of admirable water stewardship. The City may also elect to review the geology and potential for future aquifer storage in the area that the reclaimed water is to be discharged.

6.0 SEWER RECOMMENDATIONS

The City of Fairhope is facing a significant landmark in the life of its sewer system. The City may allow the system to continue to function with its current intent and convey all of its sewage to trunk lines through the central business district and old Fairhope. These major pump stations and gravity lines have reached the end of their useful life and need

substantial upgrades to continue serving the residents of Fairhope. Alternatives 1 and 2 provide temporary relief from growth, but more significant modifications are anticipated as growth occurs. The flows from the projected growth may also be conveyed through these sensitive areas of town; however, the construction and maintenance of this infrastructure may cause interruptions and not be in the best long-term interest of the City.

The City may also consider methods to mitigate the need for the existing and particularly the future sewer to pass through these areas of town to the existing WWTP. A new transmission system to the WWTP directly from areas of development, a new, smaller WWTP on the east side of town, or a combination of these approaches may be in the best interest of the City.

It is recommended that the City make the critical infrastructure improvements indicated in the report herein to continue providing quality sewer service to its existing customers. Major pump stations and gravity lines are in need of immediate attention. It is also recommended that the City progress with a more aggressive CIPP Repair plan to reduce I&I and protect the aged infrastructure in the system. Investment into the sewer system is vital to extend its life. The City may consider developing its own team of professionals for CCTV, line inspection and point repairs, while only outsourcing the lining of the pipe and manholes.

The recommendations in this report are based upon information provided by the City for evaluation by GMC. The City should further investigate the sewer system reviewed in this report and the additional service area. The over 60 sewage pumping stations in the system create a complex system with a wide range of flows that must be conveyed appropriately to a treatment facility. Flow meters may be installed on gravity and pressure sewer lines and utilized with the existing SCADA system to improve the data for evaluation. Such meters may be purchased and installed by the City or temporarily provided by a flow metering service.

A Sewer Model is suggested where this data, along with rain gauge data, may provide improved insight into the sewer system. Water usage and projected water usage may be utilized within the model to create dynamic and accurate engineering solutions. The sewer model may then be used to create a Sewer Master Plan that meets all of the objectives of the City and provides avenues for growth.

EXHIBIT "B"

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

FOR

RFQ NO. PS0__-18
PROFESSIONAL ENGINEERING SERVICES TO UPGRADE GAS MAPPING, MODELING AND CAST IRON REPLACMENT

CITY OF FAIRHOPE, AL

MAYOR
Karen Wilson

FAIRHOPE CITY COUNCIL
Jack Burrell, Council President

Set No. _____

EXHIBIT "B"

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This **CONTRACT**, made and entered into this____ day of _____, 2018, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and _____ (hereinafter called the "**Engineer**") for

RFQ No. PS0__-18 Professional Engineering Services to Validate the Accuracy of the Gas System Mapping, Establish the High Pressure Distribution Portion of the Maps for Modeling, and Establish a Priority and Cost Estimate for Replacing Cast Iron Gas Mains on a Five Year Schedule

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:
The following terms shall have the following meanings:

COUNTY:	Baldwin County, Alabama
CITY:	Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama
PROJECT:	Professional engineering services pertaining to **Project No. G00_-18 Upgrade Fairhope Electrical System Substations**

PART ONE
GENERAL CONDITIONS

1.0 The City hereby employs the **ENGINEER** and the **ENGINEER** agrees to perform for the City, those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER:	**G00_-18**
PROJECT NAME:	**Natural Gas System Map Verification, System Modeling and Cast-Iron Replacement Plan**
PROJECT INFORMATION	**Review the Natural Gas System Map information for accuracy, create the data base for modeling the High-Pressure Distribution Network and work with the staff of Fairhope Utilities to develop a priority based plan for Cast Iron Replacement, based on a five year replacement strategy.**

1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

1.2 For the purpose of this Contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as

may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the Scope of Work.

PART TWO

PROJECT SCOPE

2.0 **The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:**

a. Review **CITY'S** Natural Gas System Maps with system personnel to validate the accuracy and develop a scope of work to update the maps, with DOT based attributes for support in managing required operation and maintenance tasks using the GIS based maps and the City owned MUNIS Software Work Order System. This may include several days of field work where **CITY** personnel would ride with personnel from **ENGINNER'S** office to validate areas of the system that are new and not fully mapped, abandoned or recently upgraded. **ENGINEER** would use this information to recommend a scope of work to improve, edit and/or collect and add accurate system data for use with future modeling, DOT compliance and record keeping and establishing a priority for cast iron gas main replacement.

b. Recommend a Gas Modeling Software the **CITY** can procure to integrate with the existing, or updated system mapping data base.

2.1 The **ENGINEER** will provide the professional engineering services required to complete each phase of the cast iron replacement project and other tasks as may be required as the Engineer of Record for the project. This includes design work if necessary.

2.2 The **ENGINEER** will provide all estimates, drawings, plans, and specifications, approved by signature and stamped by the **ENGINEER** as necessary.

2.5 The **ENGINEER** will work closely with the Project Manager, Richard Peterson, Director of Operations, as well as other **CITY** officials.

2.6 The **ENGINEER** will perform professional services only, and will not be a participant in any construction associated with this project.

PART THREE
PAYMENT

3.0 The **CITY** agrees to pay the **ENGINEER, through a future contractual agreement,** as compensation for such professional services in accordance with the rates as indicated in an Exhibit "A" FEE SCHEDULE, attached to this document and to be incorporated into the contractual agreement, with an amount, or percentage of any improvement costs, not to exceed, which will be billed in progress payments based on the incremental completion of the project.

3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY**, shall be included in the "not-to-exceed" amount as listed in item 3.0.

3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.

3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written Notice of such termination, after which the **CITY** may employ professional engineering services of is choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination ad employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this Contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

PART FOUR
INDEMNIFICATION AND INSURANCE

4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT.** The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.

4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.

4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best resting of A-VII and must be acceptable to the **CITY.** Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.

4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

4.4 **Worker's Compensation and Employers Liability**

Part One:	Statutory Benefits as required by the State of Alabama	
Part Two:	Employers Liability	$1,000,000 Each Accident $1,000,000 Each Employee $1,000,000 Policy Limit

4.5 **Commercial General Liability**

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
Products/completed Operation Aggregate	$2,000,000
General Aggregate	$2,000,000

Coverage to Include;

Premises and operations
Personal Injury and Advertising Injury
Products/completed Operations

EXHIBIT "B"

Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage

4.6 **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of $1,000,000 each accident. The Policy shall name the **CITY** as an Additional Insured.

4.7 **Professional Liability (Errors and Omissions)**

Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the **CITY.**

Limits of Liability:	
Each claim	$1,000,000
Aggregated	$1,000,000

4.8 The **ENGINEER** shall name the CITY, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.

4.9. **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY** PRIOR to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the **ENGINEER'S** general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE
REVIEWS AND SUBMITTALS

5.0 The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving payment to the **ENGINEER** and to otherwise determine Contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence, and professional expertise of the **ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the **ENGINEER**.

PART SIX
MISCELLANEOUS

6.0 This Contract shall be effective on the date of its execution.

6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein:

(1) ACCEPTANCE OF AGREEMENT, (5) APPLICIABLE LAW, (6) ASSIGNMENT, (13) BUSINESS LICENSE, (14) CANCELLATION OF CONTRACT, (23) FORCE MAJEURE, (28) INSURANCE, (36) NON DESCRIMINATION, (37) NON EXCLUSIVE, (38) NOTIFICATION AND ACCIDENT REPORTS, (50) RIGHT TO AUDIT, (58) TERMINATION FOR CONVENIENCE, (59) TERMINATION FOR DEFAULT, (60) TERMINATION FOR NON-APPROPRIATION, (65) IMMIGRATION LAW.

6.2 The **CITY** and the **ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **ENGINEER** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT
This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

5. APPLICABLE LAW
This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT
The awarded vendor shall not assign the Contract / Agreement /Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

13. BUSINESS LICENSE
The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE
A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change

(POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE
Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

28. INSURANCE
If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

50. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

59. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

PART EIGHT
Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, *Code of Alabama* (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

> ***"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."

For purposes of this section, "Contract" shall mean a Contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into, by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the Contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day and year first above written.

CITY OF FAIRHOPE

BY:_____
Karen Wilson, Mayor

ATTEST:_____
Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY:

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I,_____, a Notary Public in and for said State and County, hereby certify that **Karen Wilson,** whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the

conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the____ day of _____, 2017

Notary Public_____

My Commission Expires_____

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company_____

State of Incorporation_____

Company Representative_____
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative_____
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address)_____

(Address)_____

Phone No: ( )_____ Fax ( ) _____

E-Mail_____

Professional License_____

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF _____}

County of_____}

I, _____, a Notary Public in and for the said State and County, hereby

certify that_____ and _____ whose names

as _____ and _____ , respectively of

_____ are signed to the foregoing conveyance and who are

Known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____day of _____, 2017

EXHIBIT "B"

Notary Public_____

My Commission Expires_____

ENGINEER INFORMATION

RFQ No PS0__-18
Professional Engineering Services
To
Replace Existing Cast Iron Gas Mains and Provide Mapping and Modeling Work as Determined
(Please print this section and turn in with your response)

Business Organization

Name of Engineer or Engineering Firm (exactly as it appears on W-9):

_____
Doing-Business-As Name

_____
Principal Office Address:

_____
_____
_____

Form of Business Entity [check one ("X"]
Corporation ____
Partnership ____
Individual ____
Joint Venture ____
Other (describe): ____ _____

Corporation Statement
If a corporation, answer the following:
Date of incorporation: _____
Location of incorporation: _____

The corporation is held: Publicly ___
Privately ___

Partnership Statement
If a partnership, answer the following:
Date of organization: _____
Location of organization: _____

The partnership is: General ___
Limited ___

Joint Venture Statement
If a Joint Venture, answer the following:
Date of organization: _____
Location of organization: _____

JV Agreement recorded? Yes ___
No ___

EXHIBIT "B"

Primary Contact _____ Title _____
Telephone Number _____ Fax _____

Email Address: _____

EXHIBIT "A"
Fee Schedule

To Be Determined

EXHIBIT "C"

Professional Hydrogeologic Consulting
600 Bel Air Boulevard, Suite 130
Mobile, Alabama 36606

O'Donnell
& Associates, Inc.

Telephone 251-285-5945

20 December 2017

Mr. Richard Peterson
Director of Operations
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

Re: Groundwater Level Monitoring 2018
For all Fairhope Wellfields
OAI Proposal P-341

Dear Mr. Peterson:

As a follow-up to the email I sent back in September, I am sending this formal proposal complete monitoring at the three Fairhope wellfields. The data collect over the 12-month program will provide valuable information on the sustainability of the aquifers currently supplying water to your system. In addition, the data may play a significant part in locating your next well to meet increasing demand.

As with my past experience with Fairhope proves, planning along with understanding the hydraulics of the area's aquifers, what I call the hydrogeologic approach, has resulted in huge savings over the "way we always did it" approach. This program is a proven means to determine whether or not the aquifers supplying your wells are being over produced and, if not, determine if they can support additional wells. The 12-month program will afford you an opportunity to more efficiently plan your groundwater development budget now and in the years to come.

As always, we appreciate the opportunity of working with you and Fairhope on your groundwater resources projects.

Sincerely,

Daniel J. O'Donnell, PG
O'Donnell & Associates, Inc.

Attachment: P-341

EXHIBIT "C"

Task 11 Proposal P-341
Groundwater Level Monitoring at Fairhope's Wellfields

Background

Fairhope has completed and currently operates three wellfields consisting of seven production wells. The initial wells, Well #1 and #2 date back to 1972 and produce from Miocene Aquifers. Wells #7 and #8 were completed at Well #1 in 1999 and 2000 respectively. Well #9 was completed at Well #2 in 2003. Well #3 was completed in 1981 with Well #10 completed at Well #3 in 2007. As a follow-up to a discussion with Mr. Richard Peterson, Operations Director, and earlier discussions with Mr. Dan McCrory, Superintendent, O'Donnell & Associates, Inc. (OAI) has prepared this proposal to monitor groundwater levels in observation wells at these wellfields. The program will be for a period of 12 months.

Scope of Work

OAI will initiate a groundwater level monitoring program for the Fairhope wellfields by installing OAI's data loggers in observation wells at each of the wellfields. Water level readings will be recorded electronically by the data loggers every 4 hours for the 12-month period of the contract. A check on the loggers operation will be made at the one-month mark to ensure they are operating as planned. A year end report will be issued with charted water levels and comments on trends seen in the water levels over the course of the year. For the purpose of this proposal, the "year end report" will be issued at the 12-month mark.

If there are concerns seen in the water level trends, OAI will point out these concerns in the year end report and provide solutions to head off any problems that would adversely impact the supply of water being produced from the wellfield wells.

Data obtained under this water level monitoring program will be the critical factor in determining whether or not the aquifers are being over produced under the existing production scheme. The data will also provide information on whether the aquifers can support additional wells should you wish to add another well to your water supply program at some point in the future.

Cooperation

Fairhope will provide OAI access to the sites for logger deployment and data collection purposes. OAI will coordinate all data collection trips with the appropriate Fairhope personnel.

Fee Estimate

Scheduled Data Collections

The cost for implementing the water level monitoring program as described above will be billed on a lump sum basis upon deployment of the four loggers. OAI's fee includes all equipment and labor required to complete the project.

Non-scheduled Data Collections and Meeting Requests

During the course of the program, Fairhope may wish to have the water level data collected, analyzed and reported on outside of the proposed scheduled. These non-scheduled data collection events and/or any meetings on the project will be billed on a time and materials basis in accordance with our existing Fairhope contract and OAI's 2016 Fee Schedule, attached.

Authorization

Authorization can be given by issuance of a Purchase Order, Work order or by authorizing and returning a copy of this Task Agreement.

_____ **Yes, please begin a groundwater level monitoring program at Fairhope's Wellfields as outlined above and bill Fairhope for the first year's fee of $6,000.**

_____ _____

Signature **Date**

EXHIBIT "C"

Fee Schedule
For
O'Donnell & Associates, Inc.
(2016)

Labor Fee Schedule

O'Donnell & Associates, Inc. (OAI) agrees to provide professional geologic and environmental services for all tasks as defined under the Scope of Work in each individual proposal and/or task agreement. The following rates will be applied on an hourly basis for labor associated with work completed under the Scope of Work.

CLASSIFICATION	BILLING RATE
Professional Geologist	$110.00/hour
Professional - Other	$ job specific
Staff Level Geologist/Scientist/Other	$ 75.00/hour
Technical Support	$ 50.00/hour
Financial/Administrative/Clerical	$ 45.00/hour
Expert Witness	$250.00/hour

Equipment Fee Schedule

OAI agrees to provide equipment necessary to complete the tasks as defined under the Scope of Work in each individual proposal and/or task agreement. The following rates will be applied for equipment used to complete the Scope of Work.

ITEM	DAILY RATE
Water level meter (100')/Digital Gauge	$ 30.00
Water level meter (300')	$ 40.00
Conductivity/salinity meter	$ 55.00
Data Logger (0-30', 0-100' and 0-300')	$ 60.00
Compressor (portable-per job/test)	$ 25.00
Magellan GPS 300	$ 20.00
Portable Copier	$ 60.00
Sieve	$ 15.00
Lab Costs, Rental Equipment & Consumables	As invoiced plus multiplier of 1.15

Other

OAI requires reimbursement for all actual expenses incurred in the performance of the work times a 1.15 multiplier as follows:

Per diem:	$ 40 per day
Lodging:	$ 70 - $100 per day depending on locale
Travel:	$ current Federal rate, normal vehicle
	$ current Federal Rate, 4-wheel drive vehicles;
Computer-scientific	$ 20 per hour (modeling, etc.)
Computer-word processing	No charge
Misc. Expenses:	As supported by receipts