

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**WEDNESDAY, 23 DECEMBER 2020 – 2:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 14 December 2020 Regular City Council Meeting, minutes of 14 December 2020 Work Session, and minutes of 14 December 2020 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.  
Zoning Ordinance Amendment
  - Article VII, Section D. Non-Conforming Lots.
6. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.  
Zoning Ordinance Amendment
  - Article III, Section C. Dimension Standards amending 5. Waterfront Lots.
7. Resolution – To Award RFQ for Geographic Information System Services Contract for the Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP (Restore Act Project – Fairhope Area Community-Based Comprehensive Land Use Plan) to Goodwyn, Mills and Cawood, Inc. with a total not to exceed fees of \$97,500.00 (RFQ PS007-20).
8. Resolution – To Reject all bids for RFQ No. 009-21 for Repairs to Various Roofs at the Fairhope Recreation Center property damaged by Hurricane Sally (FEMA 4563) at the recommendation of the Architect of Record, Paul Davis Architecture, and the Recreation Department.
9. Resolution – That the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
10. Resolution – To Award Bid for Drainage Improvements at Oak and Section Street for the Public Works Department (Bid No. 023-20) to Ammons & Blackmon with a total bid proposal of \$233,415.40.
11. Resolution – To Award RFQ for Mold Remediation Services at the Fairhope Public Library property due to Hurricane Sally for the Public Works Department (RFQ No. 010-21) to Pure Services Group, LLC d/b/a Pure Maintenance of Alabama with a total RFQ proposal of \$16,877.12.

12. Resolution – To Award RFQ for Clay Tennis Courts Repairs damaged by Hurricane Sally and Hurricane Zeta for the Recreation Department (RFQ No. 007-21) to American Tennis Courts, Inc. with a total RFQ proposal of \$38,019.00.
13. Resolution – That the City of Fairhope has voted to procure the Fire Retardant Personal Protective Equipment (“PPE”)Apparel Lease for the Utilities; and the PPE is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The estimated cost will be \$46,167.00.
14. Resolution – That the City of Fairhope has voted to procure 95-gallon Bar Cart Garbage Cans and Lids for the fiscal year 2021 for the Public Works Department; and the items are available for direct procurement through the Sourcewell Purchasing Cooperative Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated annual cost of will be \$38,278.00 which includes freight.
15. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the PCS Site Agreement and the Memorandum of Second Amendment to PCS Site Lease as presented between the between the City of Fairhope and Cellco Partnership d/b/a Verizon Wireless for the leased area located at 8675 Fairhope Avenue, Fairhope, Alabama 36532.
16. Resolution – That the City Council approves the revised and updated Painter Job Description as presented; and approves the allowance of a three-month overlap training period for the new painter to thoroughly learn the position.
17. Resolution – That the current franchise agreement with Coca-Cola Bottling Company United is hereby extended by thirty days by mutual agreement of the parties.
18. Resolution – To Award RFQ for Labor to change out Meter, Valves, Bypass Configuration, Pressure Reducing Valve, and Modifications to Vault at the Grand Hotel Water Meter by Hill Brothers, Inc. in the amount of \$15,000.00 plus estimated \$8,000.00 equipment the City will provide.
19. Appointments – Library Board – Anne Johnson, Carol Wilson, and Randal Wright
20. Street and Traffic Control Committee:
  - Requesting from the City Council authorization to install an all-way stop at the intersection of Estella Avenue and North Ingleside Avenue; and
  - Requesting from the City Council permission to create a task force for a traffic solution at the intersection of County Road 44 (Twin Beech Road) and Boothe Road; and
  - Requesting from the City Council permission to create a task force for pedestrian safety solution on Nichols Avenue between Hope Farm and Fairhope Brewing Company.

21. Public Participation – (3 minutes maximum)
22. Adjourn

**Next Regular Meeting – Monday, January 11, 2020 - Same Time and Place**

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, 14 December 2020.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy
Conyers, Robert Brown, and Kevin Boone, Mayor Sherry Sullivan, City Attorney
Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Councilmember Brown called the meeting to order at 4:30 p.m.

The following topics were discussed:

- The first item on the Agenda was the Discussion on an Ordinance amending the
Zoning Ordinance regarding Waterfront Lots. Planning and Zoning Manager Hunter
Simmons addressed the City Council and explained the changes being recommended
by allowing swimming pools, greenhouses, gazebos, etc. on the waterfront, but in the
required front yard it is not allowed. Council President Burrell questioned the five-
foot setback and suggested a ten-foot setback. Councilmember Brown commented a
precedent has been set at a five-foot setback.
- Councilmember Martin gave an update on the Fairhope Environmental Advisory
Board; and said ACE would be discussed at the next Work Session by Community
Affairs Director Jessica Walker.
- Councilmember Conyers stated the Recycling Committee has a new application; and
gave an update on the Museum Advisory Board.
- Councilmember Brown mentioned the Fairhope Public Schools Commission
finalized some of the schools' expenditures.
- Council President Burrell said the Street and Traffic Committee met and their
recommendations will be on the next City Council meeting.
- Chief Stephanie Hollinghead addressed the City Council and said the message board
will arrive Thursday. Council President Burrell mentioned the add on resolution for
the Animal Control vehicle.
- Community Affairs Director Jessica Walker addressed the City Council regarding the
new App and Beta testing for same.
- Gas Superintendent Terry Holman addressed the City Council regarding the cast iron
replacement services in the Fruit and Nut area.
- Public Works Director Richard Johnson addressed the City Council regarding the
update for the Disaster Debris Removal Project. He said we should sign off on the
contract by the end of this week; and Fly Creek and other tributaries are controlled by
the State. Mr. Johnson announced that on Christmas week normal services will be run
Monday through Thursday.



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- Electric Superintendent Michael Allision addressed the City Council and said the transformer has been energized; and they are still working on the Twin Beech and Nichols Projects.
- Water and Sewer Superintendent Jason Langley addressed the City Council regarding the Church Project. He said the drainage boxes are to be delivered next week; and have completed up to Oak Street. Mr. Langley said he has had complaints regarding lift station odor; and explained this should lessen in the cold weather.
- Building Director Erik Cortinas addressed the City Council regarding Citizen Serve and said it should be active Monday for permits, electronic submittals, inspections, etc. Mr. Cortinas reminded citizens to make sure roofers and contractors have State licenses and permits to perform the work. He said to ask for verification and to help your neighbors with this issue.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:03 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
                                          :  
COUNTY OF BALDWIN        )(

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 14 December 2020.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Burrell called the meeting to order at 5:03 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Council President Burrell brought up Agenda Item No. 7 and questioned how the City was handling the inside and outside seating. Mayor Sullivan said that at noon employees will socially distance and wear mask; and at 1:00 p.m. there will be a drive through for employees who are at risk or have COVID concerns.

Council President Burrell raised concerns over Agenda Item No. 18 and the amount being charged for C&E Services for \$70,00.00. He said the not-to-exceed is usually 10 percent. Water and Sewer Superintendent Jason Langley commented the Trojan UV System was already purchased and stored in the warehouse. Council President Burrell said this seems extremely high; and Councilmember Martin agreed. Electric Superintendent Michael Allison said the engineering was originally with former Operations Director; and Volkert is having to back track and correct and/or modify the engineering. Mayor Sullivan suggested pulling this item off the agenda and to re-negotiate.

Agenda Item No. 20 was discussed, and Council President Burrell said he was concerned with only one bid with other pool contractors in the area. Recreation Director Pat White stated it was advertised in three newspapers and on the City's website for 19 days. Councilmember Martin asked if we put this back out; how long will it take to get back to Council. Public Works Director Richard Johnson explained in detail the process. Council President Burrell said he was concerned and feels real strongly more can bid if sent packet.

Water and Sewer Jason Langley, IT Director Jeff Montgomery, Sean Spratlin, City Treasurer Kim Creech, and Mayor Sherry Sullivan addressed the City Council and briefly explained their Department's Agenda Items.

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There being no further business to come before the City Council, the meeting was duly adjourned at 5:47 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA                    )  
                                                  :  
COUNTY OF BALDWIN                )(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 14 December 2020.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Robert Brown, and Kevin Boone; Mayor Sherry Sullivan, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Reverend Matt McCollum, Pastor of Trinity Presbyterian Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 31: a resolution that the City of Fairhope has voted to purchase a 2020 Ford F150 Supercab 4x2 Pickup Truck for the Police Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$24,782.00; and to delete Item Number 18.

Councilmember Boone moved to add on the above-mentioned item not on the printed agenda and to delete Item Number 18. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Conyers moved to approve minutes of the 23 November 2020, regular meeting; minutes of the 23 November 2020, work session; and minutes of the 23 November 2020, agenda meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) We were able to donate 11 bikes to the Fairhope Rotary Youth Club; and
- 2) Message Board has been delivered for the Police Department; and
- 3) The first week in January will release our new App which is a good communication tool; and
- 4) New Year's Eve Event has been cancelled due to COVID-19; and
- 5) Two Mardi Gras Organizations have cancelled their parades and balls; and the two other organizations will probably cancel too; and
- 6) Thomas Hospital has received the COVID-19 vaccine for their front-line workers and first responders; and
- 7) We need to commend Trinity Presbyterian Church for their drive through Nativity Scene; and

14 December 2020

- 8) Sheriff Hoss Mack commended Officer Becky Woodruff who is on his Task Force; and
- 9) She mentioned the Marine Science Class and the Marine Life Club; and
- 10) Mayor Sullivan wished everyone a Merry Christmas.

Councilmember Martin wished everyone a Merry Christmas and said to stay safe. He said the vaccine is a blessing; and have a Happy New Year.

Councilmember Conyers wished everyone a Merry Christmas. He thanked the teachers and counselor for trying to keep things normal in these trying times. He wished his dad a Happy Birthday.

Councilmember Brown wished everyone a Merry Christmas and a Happy New Year; and for them to stay safe.

Councilmember Boone also wished everyone a Merry Christmas and a Happy New Year; and for them to stay safe. He reminded everyone of the drunk driver in Gulf Shores and the loss of a 16-year old due to this accident.

Council President Burrell wished everyone a Merry Christmas. He thanked all of the Utilities and the Public Works Department for the job they did with the clean-up from the storms. He commented we are still dealing with FEMA and insurance for reconstruction. He also thanked the cable companies and all infrastructure companies for their work after the storms.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an ordinance to amend Article III, Section C. Dimension Standards amending 5. Waterfront Lots. The Planning Commission gave a favorable recommendation of this ordinance.

Planning and Zoning Manager Hunter Simmons explained the proposed ordinance and the main changes.

Council President Burrell opened the Public Hearing at 6:19 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:19 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 28, 2020 City Council meeting.

14 December 2020

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute an Amendment to the Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer Program at Baldwin County Public Schools by amending Part II. Employment of School Officers of the MOU to add an additional SRO at Fairhope High School. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3902-20**

**WHEREAS**, that on September 28, 2020 the City Council did approve and authorize the Mayor to execute a Memorandum of Understanding ("MOU") between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer ("SRO") Program at Baldwin Public Schools; and

**WHEREAS**, it is desirous to amend Part II. Employment of School Officers of the MOU to add an additional SRO at Fairhope High School which has been determined a need and an increase in funding has been approved by the Board of Education for Fairhope.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute an Amendment to the Memorandum of Understanding ("MOU") between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer ("SRO") Program at Baldwin Public Schools by amending Part II. Employment of School Officers of the MOU to add an additional SRO at Fairhope High School which has been determined a need and an increase in funding has been approved by the Board of Education for Fairhope.

Adopted on this 14th day of December, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute an Indemnity Agreement between Oak Hollow Farm Inc. and the City of Fairhope for the City's Christmas Event for City Employees at the "Barn" on Friday, December 18, 2020, from 12:00 p.m. to 3:30 p.m. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 3903-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Sherry Sullivan is hereby authorized to execute an Indemnity Agreement between Oak Hollow Farm Inc. and the City of Fairhope for the City's Christmas Event for City Employees at the "Barn" on Friday, December 18, 2020, from 12:00 p.m. to 3:30 p.m.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope authorizes acceptance of the grant award from the Alabama Law Enforcement Agency through the Baldwin County Commission; and authorizes the Mayor to sign the Cooperative Grant Agreement between ALEA, Baldwin County EMA, Baldwin County Commission, and the City of Fairhope. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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14 December 2020

**RESOLUTION NO. 3904-20**

**AUTHORIZING THE EXECUTION OF A COOPERATIVE GRANT  
AGREEMENT WITH THE ALABAMA LAW ENFORCEMENT AGENCY  
THROUGH THE STATE HOMELAND SECURITY GRANT PROGRAM**

**WHEREAS**, the Baldwin County EMA (hereinafter, “Subrecipient Grantee”), acting by and through its administrative agent, the Alabama Law Enforcement Agency (hereinafter, “ALEA”), submitted a grant application for the purpose of conducting exercises, receiving training or the purpose of equipment for the department; and

**WHEREAS**, the Subrecipient Grantee has been awarded a grant from the ALEA under the State Homeland Security Grant Program; and

**WHEREAS**, the City of Fairhope is the recipient of grant funds from the State Homeland Security Grant Program through the Baldwin County Commission; and

**NOW THEREFORE THIS COOPERATIVE GRANT AGREEMENT**, (“Agreement”) is made and entered into by and between the ALEA, Baldwin County EMA, Baldwin County Commission, and the City of Fairhope.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FAIRHOPE, IN REGULAR SESSION ASSEMBLED**, that the City of Fairhope authorizes acceptance of the grant award from the Alabama Law Enforcement Agency through the Baldwin County Commission; and authorizes the Mayor to sign the Cooperative Grant Agreement between ALEA, Baldwin County EMA, Baldwin County Commission, and the City of Fairhope.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope authorizes the Mayor to sign the Subrecipient Funding Agreement between the Baldwin County Commission and the City of Fairhope for the State Homeland Security Grant in the amount of \$50,000.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.



14 December 2020

**RESOLUTION NO. 3905-20**

**AUTHORIZING THE EXECUTION OF A SUBRECIPIENT FUNDING AGREEMENT WITH THE BALDWIN COUNTY COMMISSION FOR THE STATE HOMELAND SECURITY GRANT**

**WHEREAS**, the Baldwin County Commission (hereinafter, "Commission") has received approval from the Alabama Law Enforcement Agency (hereinafter, "ALEA"), an agency of the State of Alabama having responsibility for Homeland Security at the State level, for a \$50,000.00 grant from Homeland Security Grant Program through ALEA to be utilized by the Commission; and

**WHEREAS**, the Commission has the authority as a pass-through entity as prescribed by ALEA to expend Homeland Security Grant Program grant funds on behalf of the Subrecipient; and

**WHEREAS**, the City of Fairhope is the Subrecipient of grant funds from the State Homeland Security Grant Program through the Baldwin County Commission for \$50,000.00 to be used to purchase soft target/crowded place protection equipment/barriers listed in the grant Budget Detail Worksheet (BDW) of the Sub-Grantee Agreement between the Commission and ALEA. These items will be released to the Subrecipient for use in local public safety and law enforcement activities and programs; and

**NOW THEREFORE THIS SUBRECIPIENT FUNDING AGREEMENT**, ("Agreement") is made and entered into by and between the Baldwin County Commission and the City of Fairhope.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FAIRHOPE, IN REGULAR SESSION ASSEMBLED**, that the City of Fairhope authorizes the Mayor to sign the Subrecipient Funding Agreement between the Baldwin County Commission and the City of Fairhope for the State Homeland Security Grant in the amount of \$50,000.00.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that Resolution No. 3175-18 is hereby amended to change the Selection Committee for the RESTORE Act of 2012 Grant Project Contracts to be comprised of the Mayor, the Council President, a member of the City Council, the Public Works Director, the Planning and Zoning Manager, a Utility Superintendent, and the City Treasurer. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 3906-20**

**AUTHORIZING THE FORMATION OF A SELECTION COMMITTEE FOR  
THE RESTORE ACT OF 2012 GRANT PROJECT CONTRACTS**

**WHEREAS**, the City Council adopted Resolution No. 3175-18, on September 24, 2018 for the formation of a Selection Committee for the Restore Act of 2012 Grant Project Contracts; and

**WHEREAS**, the City Council is desirous to amend the members of the committee due to changes in our staff and positions.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Resolution No. 3175-18 is hereby amended to change the Selection Committee for the RESTORE Act of 2012 Grant Project Contracts to be comprised of the Mayor, the Council President, a member of the City Council, the Public Works Director, the Planning and Zoning Manager, a Utility Superintendent, and the City Treasurer.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

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Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the PCS Site Agreement as presented between the between the City of Fairhope and T-Mobile South, LLC for the leased area located at 590 Mershon Street, Fairhope, Alabama 36532. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 December 2020

**RESOLUTION NO. 3907-20**

**WHEREAS**, this First Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, an Alabama Municipal Corporation, hereinafter referred to as “Lessor”, and T-Mobile South, LLC, a Delaware limited liability company, hereinafter referred to as “Lessee” and;

**WHEREAS**, the Lessor and Lessee entered into a “PCS Site Agreement” dated January 28, 1997 regarding the Lessor’s leased are located at 590 Mershon Street, Fairhope, Alabama 36532; and,

**WHEREAS**, the Lessor and Lessee desire to modify the Agreement with the terms and conditions in the First Amendment.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the PCS Site Agreement as presented between the between the City of Fairhope and T-Mobile South, LLC for the leased area located at 590 Mershon Street, Fairhope, Alabama 36532.

Adopted this 14th Day of December, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the PCS Site Agreement as presented between the between the City of Fairhope and T-Mobile South, LLC for the leased area located at 16290 County Road 3, Point Clear, Alabama 36532. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

14 December 2020

**RESOLUTION NO. 3908-20**

**WHEREAS**, this First Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, an Alabama Municipal Corporation, hereinafter referred to as “Lessor”, and T-Mobile South, LLC, a Delaware limited liability company, hereinafter referred to as “Lessee” and,

**WHEREAS**, the Lessor and Lessee entered into a “PCS Site Agreement” dated January 28, 1997 regarding the Lessor’s leased are located at 16290 County Road 3, Point Clear, Alabama 36532; and,

**WHEREAS**, the Lessor and Lessee desire to modify the Agreement with the terms and conditions in the First Amendment.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the PCS Site Agreement as presented between the between the City of Fairhope and T-Mobile South, LLC for the leased area located at 16290 County Road 3, Point Clear, Alabama 36532.

Adopted this 14th Day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby terminates the contract titled Professional Services for Advertising and Public Relations (RFQ PS028-18) for Extension No. 2 between the City of Fairhope and Hummingbird & South pursuant for Termination for Convenience clause found in Standard Terms and Conditions Item #58; and authorizes Mayor Sullivan to sign the necessary paperwork. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

14 December 2020

**RESOLUTION NO. 3909-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows:

1] That on August 28, 2020 the City of Fairhope entered into a contract with Hummingbird & South for Professional Services for Advertising and Public Relations (RFQ PS028-18).

[2] That the City of Fairhope hereby terminates the contract titled Professional Services for Advertising and Public Relations (RFQ PS028-18) for Extension No. 2 between the City of Fairhope and Hummingbird & South pursuant for Termination for Convenience clause found in Standard Terms and Conditions Item #58: 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 Consultant; and authorizes Mayor Sullivan to sign the necessary paperwork.

Adopted on this 14th day of December, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby terminates the contract titled Fairhope Connect Printing (Bid No. 029-18) for Extension No. 2 between the City of Fairhope and SMW Resources, Inc. d/b/a Postmark Ink pursuant for Termination for Convenience clause found in Standard Terms and Conditions Item #58; and authorizes Mayor Sullivan to sign the necessary paperwork. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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14 December 2020

**RESOLUTION NO. 3910-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows:

1] That on August 14, 2020 the City of Fairhope entered into a contract with SMW Resources, Inc. d/b/a Postmark Ink for Fairhope Connect Printing (BID No. 029-18).

[2] That the City of Fairhope hereby terminates the contract titled Fairhope Connect Printing (Bid No. 029-18) for Extension No. 2 between the City of Fairhope and SMW Resources, Inc. d/b/a Postmark Ink pursuant for Termination for Convenience clause found in Standard Terms and Conditions Item #58: 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 Consultant; and authorizes Mayor Sullivan to sign the necessary paperwork.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Stewart Engineering, Inc. to perform On Call Professional Engineering Services for the Electric Department (RFQ No. PS005-21), and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule; and establish a not-to-exceed limit with this firm. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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14 December 2020

**RESOLUTION NO. 3911-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Stewart Engineering, Inc. to perform On Call Professional Engineering Services for the Electric Department (RFQ No. PS005-21), and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 025-19, Replacement Electronic Doors for the Justice Center, for additional time for completion of Project requested by the awarded Contractor; approval of extension of contract completion by 14 days, from December 29, 2020 to January 12, 2021; and award of the Change Order to Cornerstone Detention Products, Inc. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3912-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 025-19, Replacement Electronic Doors for the Justice Center, for additional time for completion of Project requested by the awarded Contractor; approval of extension of contract completion by 14 days, from December 29, 2020 to January 12, 2021; and award of the Change Order to Cornerstone Detention Products, Inc.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Sawgrass Consulting, LLC to perform Professional Consulting Services for the Proposed Morphy Avenue Substation Site Plan and Redesign of Existing Detention Pond for the Electric Department (RFQ No. PS003-21) with a not-to-exceed amount of \$39,780.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 3913-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Sherry Sullivan is hereby authorized to execute a contract with Sawgrass Consulting, LLC to perform Professional Consulting Services for the Proposed Morphy Avenue Substation Site Plan and Redesign of Existing Detention Pond for the Electric Department (RFQ No. PS003-21) with a not-to-exceed amount of \$39,780.00.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Payne Management, Inc. d/b/a Payne Environmental Services to perform Professional Consulting Services for Water and Wastewater Risk and Resilience Assessment and preparation of an Emergency Response Plan for the Water and Wastewater Systems (RFQ No. PS004-21) with a not-to-exceed amount of \$25,000.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.



14 December 2020

**RESOLUTION NO. 3914-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Payne Management, Inc. d/b/a Payne Environmental Services to perform Professional Consulting Services for Water and Wastewater Risk and Resilience Assessment and preparation of an Emergency Response Plan for the Water and Wastewater systems to meet the requirements associated with the American Water Infrastructure Act 2018 (RFQ No. PS004-21) with a not-to-exceed amount of \$25,000.00.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020

---

Jack Burrell, Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Nichols Substation Fence for the Electric Department (Bid No. 008-21) to Gulf Coast Fence Company, Inc. with a total bid proposal of \$30,250.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3915-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows:

[1] That the City of Fairhope did request, receive, and open bids for Nichols Substation Fence for the Electric Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama (Bid Number 008-21).

[2] At the appointed time and place, the following bids were opened and tabulated as follows:

14 December 2020

Please see attached Bid Tabulation for  
Nichols Substation Fence for the Electric Department

[3] After evaluating the bid proposals with the required bid specifications, Gulf Coast Fence Company, Inc., with a total bid proposal of \$30,250.00, is now awarded the bid for Nichols Substation Fence for the Electric Department.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**City of Fairhope Tabulation**  
**BID 008-21 Nichols Substation Fence**  
**Bid Opening: Thursday, November 19, 2020, 9:00 a.m.**

	Executed Bid Documents	Addenda (1)	Vendor Compliance	LUMP SUM PRICE
Coast Fence and Materials, Inc.	YES	YES	YES	\$ 30,250.00
Colony Fence	YES	YES	YES	\$ 34,740.00
Alabama Fence and Play			NO RESPONSE	
Baldwin County Fence			NO RESPONSE	
Bay Area Fence			NO RESPONSE	
Can't Be Beat Fence			NO RESPONSE	
Columbus Fence			NO RESPONSE	
Consolidated Fence			NO RESPONSE	
Cooper Fence Company			NO RESPONSE	
Coston General Contractors			NO RESPONSE	
E-J Builders			NO RESPONSE	
Gulf Coast Fence			NO RESPONSE	
Hagan Fence			NO RESPONSE	
Perimeter Fence and Deck			NO RESPONSE	
US Fence and Gate			NO RESPONSE	

RECOMMENDATION: Award to Coast Fence and Materials, Inc.

To the best of my knowledge this is an accurate bid tabulation.

Mike Allison 11/19/2020  
Mike Allison Date

Delores Brandt 11/19/20  
Delores Brandt Date  
Purchasing Manager

14 December 2020

Council President Burrell asked the City Council to reject all bids; and said he felt they could get better quotes from pool contractors in the area. City Attorney McDowell stated that Title 39 gives the City Council the option to reject and negotiate or go out for informal quotes.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Reject all Bids for Replaster Pool at the Recreation Center for the Recreation Department (Bid No. 001-21); and authorize to go out for informal quotes or formal rebids if quotes not allowed. The motion was seconded by Councilmember Conyers. Councilmember Martin questioned if we could possible negotiate lower. He said this will hurt the kids if we miss the window of opportunity. Council President Burrell commented we may have another window; and we may reject bid and have to rebid. After further discussion, motion passed by the following voice votes: AYE – Burrell, Brown, and Boone. NAY – Martin and Conyers.

**RESOLUTION NO. 3916-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:**

[1] That the City of Fairhope did request, receive, and open bids for Replaster Pool at the Recreation Center for the Recreation Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama (Bid Number 001-21).

[2] After evaluating the bid proposal with the required bid specifications, only one responsive bid was received. Therefore, the recommendation is to reject all bids for Bid No. 001-21; and authorize to go out for informal quotes or formal rebids if quotes not allowed.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves amending Bid No. 023-20 to add the resurfacing of Brown Street from Fairhope Avenue to Morphy Avenue with an additional cost of \$27,762.95 which increases the total bid amount from \$485,887.80 to \$513,650.75. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3917-20**

**WHEREAS**, the City of Fairhope did request, receive, and open bids for Repair, Resurfacing & striping of Multiple Road 2020 for the Public Works Department (Bid Number 023-20) and at the appointed time and place, the following bids were opened and tabulated; and

**WHEREAS**, on August 24, 2020 the City Council awarded Bid No. 023-20 to Asphalt Service, Inc. with a total bid proposal of \$485,887.80.

**WHEREAS**, the Public Works Department is desirous to add an additional street to the Bid: Brown Street from Fairhope Avenue to Morphy Avenue with an additional cost of \$27,762.95.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves amending Bid No. 023-20 to add Brown Street from Fairhope Avenue to Morphy Avenue with an additional cost of \$27,762.95 which increases the total bid amount from \$485,887.80 to \$513,650.75.

Adopted on this 14th day of December, 2020

---

Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure the Annual Renewal of Support for VMware Horizon 7 Enterprise Licenses for the IT Department; and the renewal is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The not-to-exceed cost of \$15,081.31. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 3918-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows:

[1] That the City of Fairhope has voted to procure the Annual Renewal of Support for VMware Horizon 7 Enterprise Licenses for the IT Department; and the renewal is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The not-to-exceed cost of \$15,081.31.

Adopted on this 14th day of December, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure the Palo Alto Renewal of Firewall Support/Subscription for the IT Department; and the renewal is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The cost will be \$44,156.88. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

14 December 2020

**RESOLUTION NO. 3919-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows: That the City of Fairhope has voted to procure the Palo Alto Renewal of Firewall Support/Subscription for the IT Department; and the renewal is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The cost will be \$44,156.88.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure the Annual Renewal of 285 Licenses Microsoft Office 365; 285 Licenses Online Advanced Threat Protection, and 5 Licenses Microsoft Audio Conferencing for the IT Department; and the renewals are available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The cost will be \$70,086.75. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3920-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows: That the City of Fairhope has voted to procure the Annual Renewal of 285 Licenses Microsoft Office 365; 285 Licenses Online Advanced Threat Protection, and 5 Licenses Microsoft Audio Conferencing for the IT Department; and the renewals are available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The cost will be \$70,086.75.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Professional Services to Migrate the Backups for the old AS400 System to the CLOUD400, to provide a way to access the files needed to archive the information, from Source Data Products, Inc. with an estimated cost of \$17,800.00 which includes LPAR hosting for 12 months. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3921-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope has voted to procure Professional Services to Migrate the Backups for the old AS400 System to the CLOUD400, to provide a way to access the files needed to archive the information, from Source Data Products, Inc. with an estimated cost of \$17,800.00 which includes LPAR hosting for 12 months.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to approve the procurement of Spreadsheet Server (Report Writer Software) and Training from Global Software, LLC d/b/a Insight Software for the Treasury and Finance Departments; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(a)(11). The amount for this procurement includes the software license, training, and maintenance fees in the amount of \$16,619.50. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

\*

\*

14 December 2020

**RESOLUTION NO. 3922-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, as follows:

[1] That the City of Fairhope has voted to approve the procurement of Spreadsheet Server (Report Writer Software) and Training from Global Software, LLC d/b/a Insight Software for the Treasury and Finance Departments; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(a)(11). The amount for this procurement includes the software license, training, and maintenance fees in the amount of \$16,619.50.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby amends Resolution No. 3827-20, approves the revised SCADA Technician Job Description as presented. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3923-20**

**WHEREAS**, the City Council adopted Resolution No. 3827-20 on September 14, 2020 which approved the SCADA Technician Job Position; the Job Description and Pay Grade of 25; and

**WHEREAS**, the City Council and Electric Superintendent are desirous to revise the Job Description for this position.

\*

\*



14 December 2020

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby amends Resolution No. 3827-20, approves the revised SCADA Technician Job Description as presented.

ADOPTED THIS 14TH DAY OF DECEMBER, 2020

\_\_\_\_\_  
Jack Burrell, Council President

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council hereby accepts the Gift of Furniture and Accessories to the City of Fairhope being used in the Mayor's Office and Lobby from Fairhope Furniture valued at \$3,279.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 3924-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the Fairhope City Council hereby accepts the Gift of Furniture and Accessories to the City of Fairhope being used in the Mayor's Office and Lobby from Fairhope Furniture valued at \$3,279.00.

Adopted on this 14th day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Brown moved to appoint Dr. Paul Hannon, III and Amy Foley; and to reappoint Hill Robinson to the Fairhope Public Schools Commission for a three-term which will expire December 2023. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by Cory Nauman for Outpost 406 at Fairhope, LLC, d/b/a Outpost 406 at Fairhope, located at 58 North Section Street, Fairhope, Alabama. Councilmember Martin moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2020 Ford F150 Supercab 4x2 Pickup Truck for the Police Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$24,782.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3925-20**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope has voted to purchase a 2020 Ford F150 Supercab 4x2 Pickup Truck for the Police Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] This vehicle is a replacement for the Animal Control vehicle that was submerged in water from Hurricane Sally. A claim was filed with insurance and the City has received funds that will cover the cost; and

[3] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2020 Ford F150 Supercab

**Cost is \$24,782.00**

Adopted on this 14th day of December, 2020

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

14 December 2020

Councilmember Brown moved to adjourn the meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:55 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1253  
KNOWN AS THE ZONING ORDINANCE

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below;

**WHEREAS**, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

**WHEREAS**, the proposed amendments relate to Non-Conforming Lots; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 20.08, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;**

**THAT**, Article VII, Section D. Non-Conforming Lots be hereby amended to read as follows:

***D. Non-conforming Lots***

*Where a lot, tract or parcel of land has an area or width that does not conform to the requirements of the district in which it is located, the lot may be used for a detached single-family dwelling except in the M-1 and M-2 Industrial Districts. A single detached family dwelling may be constructed in an R-1, R-2, R-3, R-4, or R-5 Residential District provided the lot to be so used has a minimum area of four thousand (4,000) square feet and a minimum lot width at the building line of forty (40) feet, provided it is located on a public sewer.*

*Yard requirements shall be modified subject to the following conditions:*

- 1. On double frontage lots (interior lots abutting two (2) streets) the required front yard shall be provided on each street.*
- 2. The side yard requirements for substandard lots of record may be reduced for each side yard at the rate of one (1) foot for each four (4) feet by which the lot width lacks fifty (50) feet, provided in no event shall such side yard be reduced to less than five (5) feet on each side.*
- 3. The minimum front setback required for the district (and, on corner lots, the street side setback) shall not apply to any lot where the average front building line(s) of the adjacent lot(s), is less than the minimum setback required for the district. In such cases, the front building line may be the same as the average front building lines(s) of the adjacent lot(s). In no case, shall the front building line be more than 5' less than the minimum setback required for the district.*
- 4. On corner lots, the street side yard shall be that part of the lot having its greatest frontage abutting that right-of-way and the required setback shall be 20 feet, unless otherwise provided herein.*

**Severability Clause** - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Ordinance No. \_\_\_\_\_

Page -2-

**Effective Date** – This ordinance shall take effect immediately upon its due adoption and publication as required by law.

Adopted and approved this 23rd day of December, 2020.

By: \_\_\_\_\_  
Jack Burrell, Council President

Attest:

By: \_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Adopted and approved this 23rd day of December, 2020.

By: \_\_\_\_\_  
Sherry Sullivan, Mayor



# ZC 20.08

# Zoning Text Amendment

**PROPERTY ADDRESS:** City-wide

**PARCEL ID:** N/A

**MASTER PLAN:** N/A

**ZONING DISTRICT:** All zoning districts

## **REQUEST:**

Staff request the passage of an amendment to the **Fairhope Zoning Ordinance, Article VII, Section D. Non-Conforming Lots** to read as follows:

### ***D. Non-conforming Lots***

*Where a lot, tract or parcel of land has an area or width that does not conform to the requirements of the district in which it is located, the lot may be used for a detached single-family dwelling except in the M-1 and M-2 Industrial Districts. A single detached family dwelling may be constructed in an R-1, R-2, R-3, R-4, or R-5 Residential District provided the lot to be so used has a minimum area of four thousand (4,000) square feet and a minimum lot width at the building line of forty (40) feet, provided it is located on a public sewer.*

*Yard requirements shall be modified subject to the following conditions:*

- 1. On double frontage lots (interior lots abutting two (2) streets) the required front yard shall be provided on each street.*
- 2. The side yard requirements for substandard lots of record may be reduced for each side yard at the rate of one (1) foot for each four (4) feet by which the lot width lacks fifty (50) feet, provided in no event shall such side yard be reduced to less than five (5) feet on each side.*
- 3. The minimum front setback required for the district (and, on corner lots, the street side setback) shall not apply to any lot where the average front building line(s) of the adjacent lot(s), is less than the minimum setback required for the district. In such cases, the front building line may be the same as the average front building lines(s) of the adjacent lot(s). In no case, shall the front building line be more than 5' less than the minimum setback required for the district.*
- 4. On corner lots, the street side yard shall be that part of the lot having its greatest frontage abutting that right-of-way and the required setback shall be 20 feet, unless otherwise provided herein.*

**STAFF RECOMMENDATION:**

Staff recommends to approve as requested.

**PLANNING COMMISSION RECOMMENDATION:**

Art Dyas made a motion to accept the staff recommendation to approve as amended.

John Worsham 2<sup>nd</sup> the motion and the motion carried with the following vote: AYE – Art Dyas, Rebecca Bryant, Harry Kohler, John Worsham, Lee Turner, and Jason Langley. NAY – none. ABSTENTION – Hollie MacKellar.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1253  
KNOWN AS THE ZONING ORDINANCE

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below:

**WHEREAS**, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

**WHEREAS**, the proposed amendments relate to waterfront lots; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 20.04, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;**

**THAT**, Article III, Section C, Dimension Standards be hereby amended to include the following:

**5. Waterfront Lots**

- a. *Accessory structures may be located in front or side of principle structures on waterfront lots but may not be located within the required front or side yards. Accessory structures shall maintain minimum structure separation of 10' from the principle structure and 5' separation from all other accessory structures.*
- b. *Accessory structures located in the required rear yard of waterfront lots shall follow the dimension requirements in Table 3-3.*
- c. *Structures built over submerged state lands are exempted from the front and side yard setback requirements for accessory structures on waterfront lots.*

**Severability Clause** - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

**Effective Date** - This ordinance shall take effect immediately upon its due adoption and publication as required by law.

Adopted and approved this 23rd day of December, 2020.

By: \_\_\_\_\_  
Jack Burrell, Council President

Attest:

By: \_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Adopted and approved this 23rd day of December, 2020.

By: \_\_\_\_\_  
Sherry Sullivan, Mayor





# ZC 20.04

## Zoning Text Amendment

**PROPERTY ADDRESS:** City-wide  
**PARCEL ID:** N/A  
**MASTER PLAN:** N/A  
**ZONING DISTRICT:** All zoning districts

**REQUEST:**

Staff request the passage of an amendment to the ***Fairhope Zoning Ordinance, Article III.C. Dimension Standards***. Specifically, to establish regulations for constructing accessory structures on waterfront lots to read as follows:

**5. *Waterfront Lots***

- a. Accessory structures may be located in front or side of principle structures on waterfront lots but may not be located within the required front or side yards. Accessory structures shall maintain minimum structure separation of 10' from the principle structure and 5' separation from all other accessory structures.*
- b. Accessory structures located in the required rear yard of waterfront lots shall follow the dimension requirements in Table 3-3.*
- c. Structures built over submerged state lands are exempted from the front and side yard setback requirements for accessory structures on waterfront lots.*

**STAFF RECOMMENDATION:**

Staff recommends to approve as requested.

**PLANNING COMMISSION RECOMMENDATION:**

Art Dyas made a motion to accept the staff recommendation to approve as requested. Kevin Boone 2<sup>nd</sup> the motion and the motion carried unanimously with the following vote: AYE – Art Dyas, Harry Kohler, John Worsham, Lee Turner, Jason Langley, Clarice Hall-Black and Kevin Boone. NAY – none.

**RESOLUTION NUMBER \_\_\_\_\_**

**AWARDING THE RFQ PS007-20 GEOGRAPHIC INFORMATION  
SYSTEM (GIS) SERVICES CONTRACT  
FOR THE ALABAMA DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES GRANT #S1P17-FACP  
(RESTORE ACT- FAIRHOPE AREA COMMUNITY-BASED  
COMPREHENSIVE LAND USE PLAN)**

WHEREAS, the City of Fairhope was awarded a RESTORE Act Direct Component Subrecipient Grant from the Alabama Department of Conservation and Natural Resources (ADCNR) on April 16, 2020; and

WHEREAS, the project requires Geographic Information System Services and the City did solicit Requests for Qualifications (RFQ PS007-20) in accordance with applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations; and

WHEREAS, the City did receive five (5) proposals from Qualified Firms for said services which were opened and reviewed, and the City's Evaluation Committee selected the two (2) most qualified firms to make presentations on November 10, 2020, and subsequently rated them according to the rating criteria; and

WHEREAS, the City's Evaluation Committee determined Goodwyn, Mills and Cawood, Inc. to be the most qualified firm and recommends that this firm be selected for said services; and

WHEREAS, the amount obligated for Geographic Information System Services of the Subrecipient Grant by the U.S. Department of Treasury is Ninety-Seven thousand, five-hundred dollars (\$97,500.00); and

WHEREAS, One hundred percent (100%) of the Geographic Information System Services fees will be paid for with grant funds made available through the Subrecipient Grant Agreement #S1P7-FACP with ADCNR.

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope awards the contract for Geographic Information System Services (RFQ PS007-20) for ADCNR Grant #S1P7-FACP to Goodwyn, Mills and Cawood, Inc., subject to review and approval by ADCNR and City Attorney prior to execution; and

**Resolution No. \_\_\_\_\_**

**Page – 2-**

BE IT FURTHER RESOLVED BY THE City of Fairhope, that the City will initially award the contract for a fee not-to-exceed \$97,500.00 of grant funds and authorize the Mayor to execute a contract with Goodwyn, Mills and Cawood, Inc. for RFP PS007-20 Geographic Information System Services for Comp Plan ADCNR Grant #S1P17-FACP (RESTORE Act).

DULY ADOPTED THIS 23RD DAY OF DECEMBER, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/18/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP (RESTORE) to Goodwyn Mills Cawood

Project Location: \_\_\_\_\_

Presented to City Council: 12/28/2020

Funding Request Sponsor: Hunter Simmons, Planning and Zoning Manager  
Jessica Walker, Economic & Community Development Director

Resolution # : \_\_\_\_\_

Approved \_\_\_\_\_

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

DEC 21 '20 AM 11:41

*FAIL*

Project Cash Requirement Requested:

Cost: \$ 97,500.00

\$ \_\_\_\_\_

Vendor: Goodwyn Mills Cawood (GMC)

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Project  Impact  Health  Fed Grant

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marina-34  Plan/Zone

Project will be:

Expensed \_\_\_\_\_   
Capitalized XXX   
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses \_\_\_\_\_   
Budgeted Capital XXX   
Unfunded \_\_\_\_\_

Expense Code: 110-57550  
G/L Acct Name: Geographic Info System Project

Grant: \$97,500.00 Federal - not to exceed amount  
\_\_\_\_\_  
State  
\_\_\_\_\_  
City  
\$0.00 Local

Project Budgeted: \$ 97,500.00 (RESTORE Grant) 100%  
Balance Sheet Item  
Included in  
projected cash flow \$0.00

Over (Under) budget amount: \$ \_\_\_\_\_ - Impact Fees can fund balance

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 12/14/2020

Purchasing Memo Date: 12/14/2020

Delivered To Date: 12/21/2020

Request Approved Date: 12/21/2020

Request Approved Date: 12/21/2020

Approved Date: \_\_\_\_\_

Signatures: Kim Creech  
Kim Creech

Jill Barber  
Jill Barber, MBA

Sherry Sullivan  
Mayor Sherry Sullivan



## MEMO

To: Kimberly Creech, Treasurer

From: J. Bush for  
Delores A. Brandt, Purchasing Manager

Date: December 14, 2020

Sherry Sullivan  
Mayor

*Council Members:*

Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACMO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

Re: Greensheet /Council Approval to award **RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP**

The Scope of Services for the RFP is to provide the Geographic Information System (GIS) Services necessary for development of the Fairhope Area Community-Based Comprehensive Land Use Plan. The GIS services will be utilized to capture, analyze, manage, and present spatial or geographic data and to develop the maps for inclusion in the plan. This data will help to accurately develop the land use plan, and will assist in collecting baseline data, delineating urban growth boundaries, determining environmentally sensitive areas, etc.

The RFQ was properly advertised and sent to qualified firms and individuals interested in performing in accordance with applicable federal, state, and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations and posted to the City of Fairhope website.

Five Responses were received compiled of three non-responsive submissions and two responsive and responsible submissions. Once evaluated, the margin between the two responsive engineering firms was slight and the Selection Committee requested Presentations which took place on November 10, 2020 resulting in a greater margin between the two firms. See attached results.

The Selection Committee requests RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP (RESTORE Act) be awarded to Goodwyn Mills Cawood in the not to exceed amount of NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$97,500.00) in Project grant funds from ACDNR for all eligible project costs and other grant related documents.

Please prepare a greensheet and move this request to the City Council to approve the AWARD of RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP (RESTORE Act Project #396) to Goodwyn Mills Cawood with a not-to-exceed of the ACDNR grant amount of \$97,500.00, and approve the Mayor to execute a contract.

161 North Section St.  
PO Drawer 429  
Fairhope, AL 36533

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251-928-6776 (f)  
www.fairhopeal.gov

Cc: File, J. Walker, H. Simmons, S. McKean



**CITY OF FAIRHOPE EVALUATION SUMMARY**

**BID NO: RFP 007-20**

**BID NAME: GIS Services**

**BID OPENED: September 10, 2020, 10:00 a.m.**

<b>Criteria</b>
<b>Criteria 1</b> Qualifications, knowledge and expertise regarding the proposed Scope of Work
<b>Criteria 2</b> Resources and availability
<b>Criteria 3</b> Experience of proposed key personnel
<b>Criteria 4</b> Understanding and familiarity with the needs and environment of the community
<b>Criteria 5</b> Previous experience in working with locality
<b>Total Weighted Score</b>

<b>DEWBERRY</b>		
<b>Weight</b>	<b>Rating (0-100)</b>	<b>Weighted Score</b>
20%	88.75	17.75
20%	92.42	18.48
20%	90.42	18.08
20%	91.08	18.22
20%	93.17	18.63
<b>91.17</b>		

<b>GOODWYN MILLS CAWOOD</b>		
<b>Weight</b>	<b>Rating (0-100)</b>	<b>Weighted Score</b>
20%	93.50	18.70
20%	93.58	18.72
20%	92.83	18.57
20%	91.58	18.32
20%	93.17	18.63
<b>92.93</b>		

**CITY OF FAIRHOPE EVALUATION**  
**RFP 007-20 GIS Services RESTORE**  
**OPENED: September 10, 2020, 10:00 a.m.**  
**PRESENTATIONS: November 10, 2020**

CRITERIA	Dewberry			GMC		
	Weight	Average Rating (0-100)	Average Weighted Score	Weight	Average Rating (0-100)	Average Weighted Score
Criteria 1 - Qualifications, knowledge and expertise regarding the proposed Scope of Work	20%	86.58	17.32	20%	92.75	18.55
Criteria 2 - Resources and availability	20%	85.08	17.02	20%	91.42	18.28
Criteria 3 - Experience of proposed key personnel	20%	91.67	18.33	20%	91.75	18.35
Criteria 4 - Understanding and familiarity with the needs and environment of the community	20%	82.67	16.53	20%	89.08	17.82
Criteria 5 - Previous experience in working with locality	20%	91.83	18.37	20%	90.00	18.00
<b>TOTAL WEIGHTED SCORE</b>			<b>87.57</b>	<b>91.00</b>		

Dewberry		GMC	
INDIVIDUAL EVALUATOR SCORING	TOTAL WEIGHTED SCORE	INDIVIDUAL EVALUATOR SCORING	TOTAL WEIGHTED SCORE
Evaluator 1	88	Evaluator 1	84
Evaluator 2	93	Evaluator 2	94
Evaluator 3	93	Evaluator 3	93
Evaluator 4	89.8	Evaluator 4	90.6
Evaluator 5	85.6	Evaluator 5	92.4
Evaluator 6	76	Evaluator 6	92
<b>AVERAGE 87.57</b>		<b>AVERAGE 91.00</b>	

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope did request, receive, and open Request for RFPs for Repairs to Various Roofs at the Fairhope Recreation Center property damaged by Hurricane Sally (FEMA 4563) for the Public Works Department (RFQ No. 009-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the RFP proposals with the required bid specifications, the recommendation by the Recreation Department, is to reject all bids for RFQ No. 009-21 and to rebid based on Code of Alabama Section 41-16-57.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



ZAH



**MEMO**

To: Kimberly Creech, Treasurer

From: J. Bush for

Delores A. Brandt, Purchasing Manager

Date: December 16, 2020

**Re: Greensheet/City Council request to reject repairs to various roofs at the Fairhope Recreation Center property damaged by Hurricane Sally (FEMA 4563) for the Streets and Facilities Maintenance Department in Public Works**

Sherry Sullivan

*Mayor*

*Council Members:*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Corey Martin

Lisa A. Hanks, MMC

*City Clerk*

Kimberly Creech

*City Treasurer*

The Public Works Director, Richard Johnson and the Streets and Facilities Maintenance Supervisor, George Ladd, have need to repair various roofs damaged at the Fairhope Recreation Center property as a result of Hurricane Sally (FEMA 4563) on or about September 15, 2020.

RFQ 009-21 Recreation Center Roof Repairs - Volanta was sent to eight (8) contractors as well as multiple state agencies for MBE and DBE consideration. The City received one quote and the Director of Public Works recommends the quote be rejected citing the following in Section 41-16-57 of the Code of Alabama 1975:

*2(d) The awarding authority or requisitioning agency may reject any bid if the price is deemed excessive or quality of product inferior.*

**Please prepare a greensheet and place on the next City Council Agenda this request to reject the quote for the roof repairs at the recreation center that was damaged in Hurricane Sally (FEMA 4563).**

Cc: File, R. Johnson, P. White, G. Ladd

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251-928-6776 (f)  
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**CITY OF FAIRHOPE BID TABULATION**  
**RFQ 009-21 ROOF REPAIRS RECREATION AT VOLANTA**  
**RFQ OPENED: December 11, 2020, 10:00 a.m.**

Vendor	RFQ Docs Signed/ Notarized	Quote Response Form	Contractor Information	Anti-Lobbying Certification	Addenda	Additional Documentation Required	Lump Sum Price Asphalt
Porter Roofing Contractors	YES	YES	YES	NO*	N/A	N/A	\$ 64,120.00
Roof Doctors of Alabama							
Allstop Waterproofing							
Apex Contracting Alabama							
5 Star Roofer							
Metal Roofing Center							
Mid-Western Commercial Roofers							
Thomas Roofing							

**Recommendation: Reject all quotes.**

  
 Richard Johnson, Public Works Director

12/16/20  
 Date

  
 Delores A. Brandt, Purchasing Manager

12/16/2020  
 Date

\* Anti-Lobbying Document not included in quote package. Document will be signed prior to issuing of contract or PO.

**CITY OF FAIRHOPE**  
**RFQ RESPONSE FORM**

DATE: 12 / 10 / 20

**RFQ 009-21 Recreation Center Roof Repairs - Volanta**

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Contract and Scope of Work.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

New Asphalt Shingle Roof Repairs  
and & Replacement Lump Sum Bid: \$ 64,120.00

Addenda No: \_\_\_\_\_

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands this 10 day of December, 2020.

**Corporation or LLC**

Company Porter Roofing Contractors State of Incorporation AL

Company Representative Jason Sheaffer  
(Print Name of Representative Authorized to sign Quotations and Contracts for the firm)

Company Representative \_\_\_\_\_  
(Signature of Representative Authorized to sign Quotations and Contracts for the firm)

Address 4930 Glover Lane  
Milton, FL 32570

Phone Number 850 203 1994 Fax Number \_\_\_\_\_

Primary e-mail address 251 278 9444

Alabama Contractor's License No. 13934 Alabama Foreign Corporation \_\_\_\_\_

**NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE**

STATE OF Florida }

COUNTY OF Santa Rosa }

I the undersigned authority in and for the said State and County, hereby certify that \_\_\_\_\_

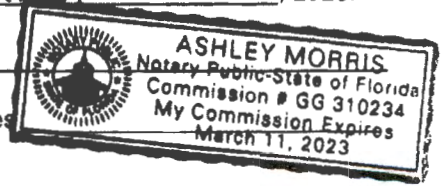
Jason Sheaffer and \_\_\_\_\_, as Project Manager  
Print name of Bid signer Print name of Bid signer Title

of Porter Roofing Contractors  
Print Company Name

whose name(s) is signed to the foregoing document and who is 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 11 day of December, 2020.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**END OF RFQ RESPONSE**  
**FORM**



# Porter Roofing Contractors, Inc.

www.porter-roofing.com

December 11, 2020

**Attn: Estimating Department**

**Re: RFQ 009-21 Recreation Center Roof Repairs - Volanta**

We appreciate the opportunity to quote the alternates as discussed during the pre-bid for the above referenced project our scope of work is as follows:

**BID ALTERNATE #1**

- Provide metal roofing system to match adjacent metal roofs in leu of shingle roofing system.
- Provide all special roofing warranties.

Labor, Material, Equipment and Taxes

**Total Cost: \$82,277.00\*\***

**BID ALTERNATE #2 Batting Cage**

- Provide 8 replacement panels @21 Inft that are damaged.
- Provide 30' of new ridge cap. 33
- Provide all special roofing warranties.

Labor, Material, Equipment and Taxes

**Total Cost: \$2,873.00\*\***

Exclusions: Any work not listed above.  
Please contact me with any questions.

Sincerely,

*Jason Sheaffer*

Jason Sheaffer  
Office: (850) 203-1994  
Cell: (251)278-9444

9057 Manchester Hwy.  
Morrison, TN 37357  
931.668.2298

421 Ash Street  
Murfreesboro, TN 37130  
615.867.8663

2505 East 43<sup>rd</sup> Street #4  
Chattanooga, TN 37407  
423.867.3497

4930 Glover Lane  
Milton, FL 32570  
850.203.19 94

4499-2 Columbia Rd.  
Martinez, GA 30907  
615.533.4734

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 23RD DAY OF DECEMBER, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





12/15/2020  
ZAH

## MEMO

To: Kimberly Creech, Treasurer

From: J. Bush for  
Delores A. Brandt, Purchasing Manager

Date: December 14, 2020

Re: Council Approval of Mayor's selection of Professional Engineer for Topographic Survey Services at Volanta Park.

Sherry Sullivan  
Mayor

*Council Members:*

Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

The Recreation Director, Pat White, requests the City Council approve the Mayor's selection of **JADE Consulting, LLC, to provide topographical survey services for Volanta Park**. The survey includes project control, do Utility One Calls for site, run 100' topo grid across the property, locate roads, grade breaks and other surface features, sidewalks, light poles, building outlines, pool area outlines, outlines of the extents of the football field and the ballfield, parking lots, select trees, utilities marked pursuant to doing the One Call, and existing drainage systems with structure inverts and pipe sizes, with the extents being to the centerline of Volanta Avenue on the South and the edge of asphalt of Highway 42/98, aka North Greeno Road, on the East.

The new consulting services are budgeted in the proposed budget for FY2021 for the Recreation Dept.

Please place on the next Council Agenda this request to approve the Mayor's selection of JADE Consulting, LLC and allow her to negotiate a not-to-exceed amount.

Cc: File, S. Sullivan, P. White

161 North Section St.  
PO Drawer 429  
Fairhope, AL 36533

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251-928-6776 (f)  
www.fairhopeal.gov



**MEMO**

To: Kimberly Creech, Treasurer

From: Delores A. Brandt  
 Delores A. Brandt, Purchasing Manager

Date: December 8, 2020

Sherry Sullivan  
 Mayor

Re: Selection of Professional Topographical Survey Services for Volanta Park

*Council Members:*  
 Kevin G. Boone  
 Robert A. Brown  
 Jack Burrell, ACOMO  
 Jimmy Conyers  
 Corey Martin

The Parks and Recreation Director has need to hire a professional engineering firm to provide topographical survey services for Volanta Park including establishing project control, do Utility One Calls for site, run 100' topo grid across the property, locate roads, grade breaks and other surface features, sidewalks, light poles, building outlines, pool area outlines, outlines of the extents of the football field and the ballfield, parking lots, select trees, utilities marked pursuant to doing the One Call, and existing drainage systems with structure inverts and pipe sizes, with the extents being to the centerline of Volanta Avenue on the South and the edge of asphalt of Highway 42/98, aka North Greeno Road, on the East.

Lisa A. Hanks, MMC  
 City Clerk

To keep costs at a minimum, an approximate boundary of the entire project to be provided, but this will not be a recorded boundary.

Kimberly Creech  
 City Treasurer

Per our Procedure for Procuring Professional Services, for projects under \$100,000.00, Pat White, and I are requesting selection from the below firms to perform this.

Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The short list is:

[Mayor, please initial and date your selection]

JADE CONSULTING, LLC

[Signature] 12, 8, 2020

BMA CONSULTING ENGINEERS

\_\_\_\_\_/\_\_\_\_/\_\_\_\_

None. Submit another list.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_

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 Fairhope, AL 36533

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Cc: File, P. White, R. Johnson



**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope did request, receive, and open bids for Drainage Improvements at Oak and Section Street for the Public Works Department.  
(Bid Number 023-20).

[2] At the appointed time and place, the following bids were opened and tabulated as follows:

Please see attached Bid Tabulations for  
Drainage Improvements at Oak and Section Street  
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Ammons & Blackmon, with a total bid proposal of \$233,415.40, is now awarded the bid for Drainage Improvements at Oak and Section Street for the Public Works Department.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/18/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 002-21 Drainage Improvements at Oak and Section Street to Ammons & Blackmon

Project Location: Oak Street and Section Street

Presented to City Council: 12/28/2020

Funding Request Sponsor: Richard Johnson, Public Works Director  
George Ladd, Supervisor Streets/Construction

Resolution #: DEC 21 '20 AM 11:45  
Approved: \_\_\_\_\_ *ZAH*  
Changed: \_\_\_\_\_  
Rejected: \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 233,415.40

Vendor: Ammons & Blackmon

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

**Department Funding This Project**

General  Gas  Electric  Water  Sewer  Gas Tax  **Cap Project**  Impact  Health  Fed Grant

**Department of General Fund Providing the Funding**

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marina-34  Plan/Zone

Project will be: Expensed  Capitalized  XXX Inventoried

Funding Source: Operating Expenses  Budgeted Capital  XXX Unfunded

Expense Code: 103-55853 Grant: \_\_\_\_\_ Federal - not to exceed amount  
G/L Acct Name: Drainage Improvements State \_\_\_\_\_  
City \_\_\_\_\_  
Local \$0.00

Project Budgeted: \$ 125,000.00  
Balance Sheet Item included in projected cash flow \$0.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Over (Under) budget amount: \$ 108,415.40 Impact Fees can fund balance

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

Comments: Impact Fees can fund balance of project \$108,416.00

City Council Prior Approval/Date? \_\_\_\_\_

**City Treasurer** Kim Creech **Finance Director** Jill Cabaniss, MBA **Mayor** Sherry Sullivan

Purchasing Memo Date: 12/16/2020 Purchasing Memo Date: 12/16/2020 Delivered To Date: 12/21/2020

Request Approved Date: 12/21/2020 Request Approved Date: 12/21/2020 Approved Date: \_\_\_\_\_

Signatures: *Kim Creech* *Jill Cabaniss* *Sherry Sullivan*



## MEMO

**Sherry Sullivan**  
*Mayor*

**Council Members:**

Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
*City Clerk*

Kimberly Creech  
*Treasurer*

To: Kimberly Creech, Treasurer  
From: *Richard Johnson for*  
Delores A Brandt, Purchasing Manager

Date: December 16, 2020

Re: **Requesting greensheet and approval by Council to award budgeted drainage improvement at Oak and Section Streets (proposed FY21 budget) for Bid 002-21 Drainage Improvements at Oak and Section**

The Public Works Director, Richard Johnson, is requesting drainage improvements at the intersection of Oak and Section Streets.

This is budgeted in the proposed FY21 budget for \$125,000 from Capital Projects Fund and additional Impact Fee funding. **Bid 002-21 Drainage Improvements at Oak and Section** was properly advertised and sent to seventeen (17) qualified companies (see tabulation). We received two responsive and responsible bids. A third bid was submitted late and was returned unopened and was verbally confirmed to be higher than the low bid.

**The Public Works Director recommends the award be made to Ammons & Blackmon in the amount of TWO HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED AND FIFTEEN DOLLARS AND FORTY CENTS (\$233,415.40).**

**Please place on the next City Council Agenda this request to award Bid No. 002-21 Drainage at Oak and Section to Ammons & Blackmon in the amount of \$233,415.40.**

CC: file, R. Johnson, G. Ladd

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PO Drawer 429  
Fairhope, AL 36533

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251-928-6776 (f)  
www.fairhopeal.gov

**City of Fairhope Tabulation**

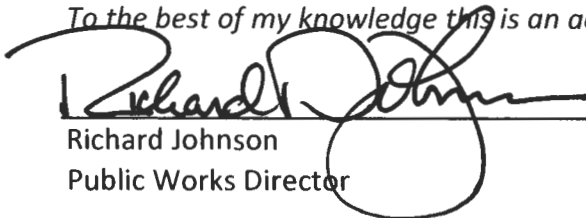
**BID 002-21 Drainage Improvements at Oak and Section**

**Bid Opening: Tuesday, December 15, 2020, 9:00 a.m.**

	Executed Bid Documents	Addenda (1)	Total Estimate of Cost
Ammons & Blackmon	YES	YES	\$ 233,415.40
Kelley's Welding and Excavation	YES	YES	\$ 274,926.00
Hosea Weaver		NO RESPONSE	
Mobile Asphalt		NO RESPONSE	
Sycamore, Inc.		NO RESPONSE	
RS Paving		NO RESPONSE	
Bill Patterson Construction		NO RESPONSE	
John G. Walton		NO RESPONSE	
Roadway Management		NO RESPONSE	
EJ Builders		NO RESPONSE	
Foley Products		NO RESPONSE	
Alabama Pipe		NO RESPONSE	
American Asphalt		NO RESPONSE	
Warren Construction Company, LLC		NO RESPONSE	
Baldwin Road Builders		NO RESPONSE	
Design Precast and Pipe		NO RESPONSE	
Concrete Pipe and Precast		NO RESPONSE	

RECOMMENDATION: Award Bid 002-21 to Ammons & Blackmon

*To the best of my knowledge this is an accurate bid tabulation.*

  
 Richard Johnson  
 Public Works Director

12/15/2020  
 Date

  
 Delores Brandt  
 Purchasing Manager

12/15/2020  
 Date

# PROJECT REQUEST FORM

---

Project Owner: Richard Johnson Department: Public Works

Bid Number and Name: Bid 002-21 Drainage Improvements to Big Mouth Gully at Oak and Section Streets

Budget Amount: \$125,000 Budget Code: 103-55853-40

Anticipated Start Date: January 2021 Project Duration: 90 Days

Bid Duration: 3 Weeks Engineer of Record: Chris Lieb

Pre-Bid Meeting:  No  Yes Date: December 3, 2020, 9:00 a.m.  Mandatory  Non-Mandatory

Scope of Work Provided By: Chris Lieb Contract Extensions:  No  Yes

Project Administered:  Internally  Externally By: Lieb Engineering

Bidders List Review:  No  Yes By: Dee Dee Brandt

Tax Exempt Project:  No  Yes Insurance Requirements:  Minimum  Maximum

Bonds:  Bid  Performance  Labor & Materials Contract:  Standard  Construction  Professional

Related Bids/RFs: RFQ PS005-20 Bid Opening: December 15, 2020, 9:00 a.m.

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SIGNATURES

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Requestor: Richard Johnson, PC

Finance Director: Jill Cabanis

City Treasurer: Kimberly Creech  
Kimberly Creech (Nov 18, 2020 14:52 CST)

Mayor: Sherry Sullivan  
Sherry Sullivan (Nov 18, 2020 16:18 CST)

CITY OF FAIRHOPE PUBLIC WORKS  
SECTION THREE  
BID RESPONSE

**3.0 BIDDER'S DECLARATION AND UNDERSTANDING**

- 3.0.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
- 3.0.2 The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.
- 3.0.3 The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the CITY.
- 3.0.4 The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project, and has checked and verified the completeness of the Contract Documents; that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

**3.1 START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to **begin work on the date stated in the Notice to Proceed** and to fully complete the work, in all respects, within the time specified in the Contract documents for completion, that being **NINETY (90) calendar days**.

**3.2 ADDENDA:**

The Bidder hereby acknowledges that he has received Addenda No's.   1  ,           ,           ,           ,           . Bidder shall Insert No. of each Addendum received, and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include(s) all impacts resulting from said addenda.

**3.3 BID AMOUNTS**

**3.3.1 TURNKEY BID**

The OWNER agrees to provide the following materials: **NONE**

Bid will include **all** labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following turnkey bid of:



# Oak Street Drainage Improvements

					NOTES
CITY DRAINAGE IMPROVEMENTS	QUANTITY	UNIT PRICE	UNITS	SUBTOTAL	
Pavement Demolition	980	\$ 10.00	SY	\$ 9,800.00	
Striping Removal	10	\$ 33.00	SF	\$ 330.00	
Curbing Demolition	150	\$ 10.50	LF	\$ 1,575.00	
Conc/brick Ped Ramps Removal	240	\$ 7.00	SF	\$ 1,680.00	
Conc/Flume	23	\$ 19.00	SY	\$ 437.00	
Removal of Grate Inlets	2	\$ 491.00	EA	\$ 982.00	
Bituminous Treatment A	90	\$ 1.20	SY	\$ 108.00	
Superpave Bituminous Concrete Wearing Surface Layer (1")	5	\$ 493.40	TONS	\$ 2,467.00	
Superpave Bituminous Concrete Upper Binder Surface Layer (2")	10	\$ 537.00	TONS	\$ 5,370.00	
Soil Excavation & Haul (Paving)	1,630	\$ 15.50	CY	\$ 25,265.00	
New P.I.P. Concrete Curb and Gutter	150	\$ 27.00	LF	\$ 4,050.00	
New ADA Pedestrian Dome mats	2	\$ 392.00	EA	\$ 784.00	
New Paver Walk	270	\$ 41.30	SF	\$ 11,151.00	
Traffic Striping	30	\$ 13.00	LF	\$ 390.00	
Soil Mitigation - Imported Planting Soil	5	\$ 25.00	CY	\$ 125.00	
Traffic Control	1	\$ 30,000.00	LS	\$ 30,000.00	
Erosion Control	1	\$ 12,000.00	LS	\$ 12,000.00	
30" RCP	390	\$ 75.20	LF	\$ 29,328.00	
24" RCP	71	\$ 59.40	LF	\$ 4,217.40	
Drainage Manhole	1	\$ 3,065.00	EA	\$ 3,065.00	
Grate Inlet	4	\$ 2,542.00	EA	\$ 10,168.00	
"S" Inlet	2	\$ 3,902.00	EA	\$ 7,804.00	
Concrete Flume	825	\$ 49.00	SY	\$ 40,425.00	
Vertical Headwall	1	\$ 15,000.00	EA	\$ 15,000.00	
Concrete Sidewalk	28	\$ 55.00	SY	\$ 1,540.00	
Conflict Box	1	\$ 4,154.00	EA	\$ 4,154.00	
Imported Fill	700	\$ 16.00	CY	\$ 11,200.00	
<b>TOTAL ESTIMATE OF COST</b>				<b>\$ 233,415.40</b>	

- 3.3.2 An unbalanced bid, as herein defined, may be considered non-responsive. A bid resulting in a substantial advance payment on an item that is for a single lump sum payment may be considered non-responsive.
- 3.3.3 Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless a reasonable explanation is provided in writing with the bid and accepted by the Owner. Lump sum payments and unit price bids for a single or lump sum payment may be spread over the course of the period of work until the line item is complete at owner's option.
- 3.3.4 The Bidder's unit price for materials listed is as including the payment of taxes (See **Section One, Advertisement and Notice for Bid: 1.5 Sales and Use Tax Savings**) where applicable: (Attach additional sheets if required)

**3.4 AS BUILT DRAWINGS:**

As Built Drawings are a subsidiary obligation of the project and will be a requirement at the end of the project. The Bidder's Proposal contains One Thousand and 00/100 DOLLARS (\$ 1,000.00 ) for "as Built drawings".

**3.5 EXPERIENCE OF BIDDER:**

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. ALDOT

Name of Client	Telephone Number
Street <u> Hwy 181 Widening</u>	City <u>Ongoin</u>
Facility <u>Alabama Department of Transportation</u>	Date
Size <u>19.9 million</u>	
Name of Engineer/Architect	Telephone Number
Name of Engineering Firm	

2. City of Orange Beach

Name of Client	Telephone Number
Street <u>REC Center Drainage and Tennis Court Improvements</u>	City <u>11/20</u>
Facility <u>Sawgrass</u>	Date
Size <u>9.4 million</u>	
Name of Engineer/Architect	Telephone Number
Name of Engineering Firm	

3. Baldwin County Highway Dept.

Name of Client	Telephone Number
Street <u>Baldwin County Cross Drains</u>	City <u>2017</u>
Facility <u>Aechor Engineering</u>	Date
Size <u>1.5 million</u>	
Name of Engineer/Architect	Telephone Number
Name of Engineering Firm	



**3.7 PERFORMANCE OF WORK BY CONTRACTOR:**

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

**3.18 SUBCONTRACTORS:**

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work Vertical Handwall  
L:K Construction  
 Name \_\_\_\_\_  
PO Box 302, Orange Beach, Al. 36561  
 Street City State Zip

Description of Work Striping  
United Markings  
 Name \_\_\_\_\_  
PO Box 1554, Fairhope, Al 36533  
 Street City State Zip

Description of Work \_\_\_\_\_  
 Name \_\_\_\_\_  
 Street City State Zip

Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Invitation to Bid, and certifies that they will meet or exceed the Specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

WITNESS our hands this 14<sup>th</sup> day of December, 2020.

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

Annons and Blackmon Construction LLC

Name of Corporation, Partnership or Joint Venture

BY: [Signature]

Member

(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm)

(Position or Title)

Chad Annons

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Business Mailing

Address PO Box 7486

251-626-0656

Spanish Fort, AL 36577

Phone

City, State, Zip Code

E-Mail

Alabama General Contractor License No. 49303

AI Foreign Corp Entity ID

(Attach Copy)

(Required of Out of State vendors)

Alabama General Contractor License Major

Categories: ADM; New Administrative, HS: Highways and Streets, MU; Municipal and Utility

Alabama General Contractor Specialties

**NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE**

STATE OF Alabama }

COUNTY OF Baldwin }

I the undersigned authority in and for the said State and County, hereby certify that

Chad Annons

and

[Signature], as Member

Print name of Bid signer

Print name of Bid signer

Title

of Annons & Blackmon Construction

Print Company Name

whose name(s) is signed to the foregoing document and who is 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 14<sup>th</sup> day of Dec., 2020.

Notary Public

[Signature]

My Commission Expires

My Commission Expires:  
**October 1, 2022**

[ END OF BID PROPOSAL ]

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Ammons & Blackmon Construction, LLC**

as Principal, hereinafter called the Principal, and **Fidelity and Deposit Company of Maryland**

a corporation duly organized under the laws of the State of **Maryland**

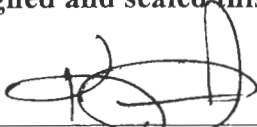
as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Fairhope, Baldwin County, Alabama**

as Obligee, hereinafter called the Obligee, **in the sum of 5% of the amount bid, but in no event more than \$10,000 dollars** for the payment of which sum well and truly, to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bid No. 002-21 Drainage Improvements for Oak St and Section Street at Big Mouth Gully; Project No. PW006-20 Drainage Improvements at Oak St and Section St - project consisting of drainage improvements along Section St in front of Civic Center to Bayou Drive.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of **December**, 2020.



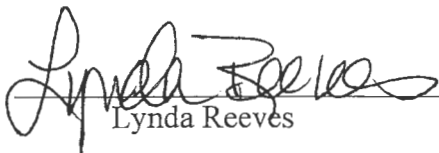
(Witness)

**Ammons & Blackmon Construction, LLC**

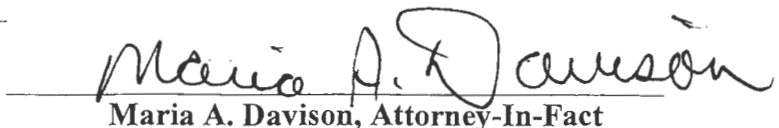


(Member)

**Fidelity and Deposit Company of Maryland**



Lynda Reeves



**Maria A. Davison, Attorney-In-Fact**



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Christopher T. THOMAS and Maria A. DAVISON, all of Daphne, Alabama**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons .

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2020.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

CITY OF FAIRHOPE  
PUBLIC WORKS CONTRACT DOCUMENTS

**SECTION FOUR  
BID BOND**

The PRINCIPAL (Bidder's name and address)

The OWNER

City of Fairhope  
P.O. Drawer 429  
Fairhope, Al 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

**PROJECT NO.**

**PW006-20**

**PROJECT NAME:**

**DRAINAGE IMPROVEMENTS AT OAK STREET AND  
SECTION STREET**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_  
(Principal (Company))

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**SURETY**

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_  
**Surety Company**

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**CORPORATION**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: \_\_\_\_\_

\_\_\_\_\_

email \_\_\_\_\_ phone \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Officer Authorized to sign Bids  
and Contracts for the Firm)

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(General Contractor's License Number)

\_\_\_\_\_  
Foreign Corporation Entity Id (Required of out-of-state-vendors)

**Attest:**

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name of State under the laws of which incorporated)

\_\_\_\_\_  
(Name of Surety)

BY: \_\_\_\_\_  
(Attorney in Fact)

**SECTION FIVE  
INSURANCE REQUIREMENTS**

**5.0 INSURANCE REQUIREMENTS**

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded Bidder.

**5.01** All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating 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.

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

**5.03 Worker's Compensation and Employer's Liability**

Part One: Statutory Benefits as required by the State of Alabama		
Part Two: Employer's Liability	\$1,000,000	each accident
	\$1,000,000	each employee
	\$1,000,000	Policy Limit

**5.04 U.S. Longshoreman & Harbor Workers Act (USL&H)**

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

**5.05 Maritime Endorsement (Jones Act)**

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

**5.06 Commercial General Liability**

Coverage on an Occurrence from with a combined single limit of (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
- Independent Contractors
- Blanket Contractual Liability
  - Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

**5.07 Automobile Liability**

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

**5.08 Certificates 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 ten (10) days written notice of cancellation to the CITY.

- 5.08.1** The Contractor shall require certificates of insurance from sub-Contractors. Sub-Contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the CITY, and shall be made available to the CITY upon request.



**SECTION SIX**  
**Standard Terms and Conditions**  
**City of Fairhope, AL**

**65. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. 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.

**2. ACCEPTANCE OF WORK**

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

**3. ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website [www.fairhopeal.gov](http://www.fairhopeal.gov). It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

**4. ADDITIONAL ORDERS**

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**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.

**7. ASSURANCE OF NON-CONVICTION OF BRIBERY**

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**8. AWARD CONSIDERATION**

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**9. AWARD OR REJECTION OF BIDS**

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

**10. BACK ORDERS**

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

**11. BID AND PERFORMANCE SECURITY**

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

**12. BRAND NAMES**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or

on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

### **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.

### **15. CERTIFICATION PURSUANT TO ACT NO. 2006-557**

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

**Office of the Secretary of State**  
P.O. Box 5616  
Montgomery, AL 36103  
(334) 242-5324  
Fax: (334) 240-3138  
<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at  
<http://sos.alabama.gov/business-entities>.

### **16. COST OF REMEDYING DEFECTS**

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

### **17. DELIVERY OF BID**

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

### **18. DELIVERY**

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

### **19. ENVIRONMENTAL REQUIREMENTS**

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

### **20. EQUIPMENT DEMONSTRATION**

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

### **21. EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

### **65. ERRORS IN BID**

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

### **65. 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.

#### **65. HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

#### **25. INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

#### **26. INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

#### **27. INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the

City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

#### **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.

#### **29. INVITATION TO BID**

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

#### **30. INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

#### **31. LABELING**

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

#### **32. LOSS OR DAMAGE IN TRANSIT**

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the

City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

**33. MANDATORY SITE VISIT**

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

**34 MONITORING OF SERVICES**

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

**35. NONCONFORMING MERCHANDISE**

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

**36. NON-DISCRIMINATION**

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.

**39. PACKAGING**

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

**40. PATENTS**

Awarded Vendor guarantees that the sale and / or use of goods

will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

**41. PAYMENT**

Invoices – Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Box 429  
Fairhope, Al. 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

All invoices must reference appropriate Purchase Order Numbers  
Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

**42. PAYMENT WITHHELD**

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

**43. PRODUCT TESTING**

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award

**44. PERMITS LICENSES AND CERTIFICATES**

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

**45. PREPARATION OF BID**

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

**46. QUESTIONS / CONTACT**

Commencing with the issuance of the RFQ / ITB / FFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.



**47. RECEIPT BY CITY OF FAIRHOPE**

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

**48. REJECTION OF BIDS**

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

**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 Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

**51. SAMPLES**

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**52. SAFETY MEASURES**

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

**53. SET-UP AND INSTALLATION**

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

**54. SPILL CLEAN UP**

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs

**55. SUBSTITUTIONS**

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior

in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

**56. TABULATION**

Bid results are posted on The City of Fairhope's web site: [www.fairhopeal.gov](http://www.fairhopeal.gov). The awarded vendor will be sent a written notification via mail.

**57. TAXES**

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

**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.

**61. TIME IS OF THE ESSENCE**

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

**62. TITLE**

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

**63. VENDOR LIST**

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**64. WARRANTY**

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as,

Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

**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.

**ADDENDUM 1**  
**CITY OF FAIRHOPE**

**Bid 002-21 Drainage Improvements to Oak and Section Streets**

*The following questions were asked at the non-mandatory pre-bid meeting held December 3, 2020 and were answered by the Engineer of Record.*

Q1. Is the contract 90 Calendar Days or working days?

A1. It is 90 calendar days

Q2. When do you anticipate the project to start?

A2. Mid/late Jan Start

Q3. Are Plans on City Website?

A3. Yes

Q4. Is there Estimate?

A4. No

Q5. Pay Item for (Box) Modifications @ Bottom of Hill?

A5. I misspoke at the pre bid meeting. The pay item will be under the grate inlet item on the Bid Tab.

Q6. Concrete Dot Mix or 3,000 PSI?

A6. 3,000 PSI

Q7. Where is Vertical Headwall detail?

A7. Storm Drainage Note # 11

Q8. Is Existing soil used as fill?

A8. Borrow fill added to the bid Items List. The intent is to use the existing soil. If the existing soil is unsuitable, then the item will be paid for the amount of import used.

Q9. Close Entire Road During Construction?

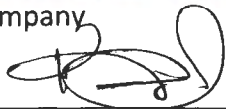
A9. All road Closures will need to be coordinated with Richard Johnson with the City.

Bidders are to sign and include signed **Addendum 1** with submitted bid documents.

Acknowledged:

*Ammons and Blackmon Construction LLC*

Company



By

Purchasing Manager

City of Fairhope

Posted: 12/7/2020



STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 49303  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

AMMONS & BLACKMON CONSTRUCTION LLC

SPANISH FORT, AL 36577

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

ADM: NEW ADMINISTRATIVE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until December 31, 2020 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

2nd day of January, 2020

160202

*Maui H. O'Quinn*

SECRETARY-TREASURER

*Alex Whaley*

CHAIRMAN



**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:**

[1] That the City of Fairhope did request and receive RFQs for Mold Remediation Services at the Fairhope Public Library property due to Hurricane Sally for the Public Works Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Mold Remediation Services at the Fairhope Public Library property by Pure Services Group, LLC d/b/a Pure Maintenance of Alabama with a total RFQ proposal of \$16,877.12.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/18/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ 010-21 Mold remediation services at the Fairhope Public Library property due to Hurricane Sally award to Pure Services Group, LLC

Project Location: Fairhope Public Library

Presented to City Council: 12/28/2020

Funding Request Sponsor: Richard Johnson, Public Works Director  
George Ladd, Supervisor Streets/Construction  
Lance Cabaniss, Building Maintenance

Resolution #: DEC 21 '20 AM 11:41  
Approved: \_\_\_\_\_  
Changed: \_\_\_\_\_  
Rejected: \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 16,877.12

Vendor: Pure Services Group, LLC d/b/a Pure Maintenance of Alabama

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

**Department Funding This Project**

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Project  Impact  Health  Fed Grant

**Department of General Fund Providing the Funding**

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
 Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marina-34  Plan/Zone

Project will be: Expensed XXX   
 Capitalized \_\_\_\_\_   
 Inventoried \_\_\_\_\_

Funding Source: Operating Expenses \_\_\_\_\_   
 Budgeted Capital \_\_\_\_\_   
 Unfunded XXX

Expense Code: 001750-50375  
 G/L Acct Name: Library Bldg Maint/Equipment

Grant: \_\_\_\_\_ Federal - not to exceed amount  
 \_\_\_\_\_ State  
 \_\_\_\_\_ City  
\$0.00 Local

Project Budgeted: \$ \_\_\_\_\_ - FEMA Claim  
 Balance Sheet Item Included in projected cash flow \$0.00

Over (Under) budget amount: \$ 16,877.12

Comments: FRQ 010-21 Fairhope Public Library Mold Remediation was sent to six (6) contractors as well as multiple state agencies for MBE and DBE consideration.

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

**City Treasurer** **Finance Director** **Mayor**

Purchasing Memo Date: 12/14/2020 Purchasing Memo Date: 12/14/2020 Delivered To Date: 12/18/2020  
 Request Approved Date: 12/18/2020 Request Approved Date: 12/18/2020 Approved Date: \_\_\_\_\_

Signatures: Kim Creech Jill Cabaniss, MBA Mayor Sherry Sullivan  
 Kim Creech Jill Cabaniss, MBA Mayor Sherry Sullivan



## MEMO

To: Kimberly Creech, Treasurer

From: JABush for  
Delores A. Brandt, Purchasing Manager

Date: December 14, 2020

Sherry Sullivan  
Mayor

*Council Members:*

Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

**Re: Greensheet/City Council agenda to approve the over \$15,000 acquisition of mold remediation services at the Fairhope Public Library property as a result of Hurricane Sally (FEMA 4563) for the Streets and Facilities Maintenance Department in Public Works**

The Public Works Director, Richard Johnson, and the Streets and Facilities Maintenance Supervisor, George Ladd, have need for mold remediation services at the Fairhope Public Library property as a result of Hurricane Sally (FEMA 4563) on or about September 15, 2020.

RFQ 010-21 Fairhope Public Library Mold Remediation was sent to six (6) contractors as well as multiple state agencies for MBE and DBE consideration. The City received two quotes and the Director of Public Works recommends the award be made to **Pure Services Group, LLC d/b/a Pure Maintenance of Alabama** in the amount of **SIXTEEN THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND TWELVE CENTS (\$16,877.12)**.

**Please prepare a greensheet and place on the next City Council Agenda this request to award the mold remediation services at the Fairhope Public Library as a result of Hurricane Sally (FEMA 4563) from Pure Services Group, LLC d/b/a Pure Maintenance of Alabama in the amount of \$16,877.12.**

Cc: File, R. Johnson, G. Ladd

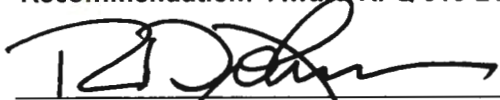
161 North Section St.  
PO Drawer 429  
Fairhope, AL 36533

251-928-2136 (p)  
251-928-6776 (f)  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

**CITY OF FAIRHOPE BID TABULATION**  
**RFQ 010-21 FAIRHOPE PUBLIC LIBRARY MOLD REMEDIATION**  
**RFQ OPENED: December 14, 2020, 10:00 a.m.**

Vendor	RFQ Docs Signed/Notarized	Quote Response Form	Contractor Information	Anti-Lobbying Certification	Addenda	Additional Documentation Required	Lump Sum Price
ServePro of Baldwin County	INFORMAL QUOTE			NO*	N/A	N/A	\$ 21,276.81
Pure Services Group of AL	NO	YES	N/A	NO*	N/A	N/A	\$ 16,877.12
Service Master	NO RESPONSE						
Rainbow International of Fairhope	NO RESPONSE						
Tri-State Flood, Inc.	NO RESPONSE						
Clean Air Services, Inc.	NO RESPONSE						

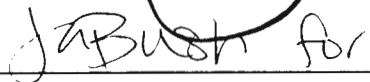
**Recommendation: Award RFQ 010-21 to Pure Services Group of Alabama**



Richard Johnson, Public Works Director

12/15/2020

Date



Delores A. Brandt, Purchasing Manager

12/15/2020

Date

\* Anti-Lobbying Document not included in quote package. Document will be signed prior to issuing of contract or PO.

CITY OF FAIRHOPE  
RFQ RESPONSE FORM

DATE: 12/14/20

RFQ 010-21 Fairhope Library Mold Remediation

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Contract and Scope of Work.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

Fairhope Library Mold Remediation: \$ 16,877.12

Contractor Name: Pure Services Group LLC dba Pure Maintenance of Alabama

Address: 6213 Clubhouse Way

City: Trussville State: AL Zip: 35173


Contact Name: Chad Adams Phone: 205-960-2423

Addenda No: \_\_\_\_\_

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands this 14<sup>th</sup> day of December, 2020.

  
*Kinley Vines*





Corporation or LLC

Company Pure Services Group LLC State of Incorporation AL

Company Representative Megan L Adams - member  
(Print Name of Representative Authorized to sign Quotations and Contracts for the firm)

Company Representative Megan Adams  
(Signature of Representative Authorized to sign Quotations and Contracts for the firm)

Address 10213 Clubhouse Way  
Trussville, AL 35173

Phone Number 205-960-2423 <sup>office</sup> Fax Number 205-751-0001

Primary e-mail address Chad@puremaintenanceal.com

Alabama Contractor's License No. \_\_\_\_\_ Alabama Foreign Corporation \_\_\_\_\_

**NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE**

STATE OF Alabama }

COUNTY OF Jefferson }

I the undersigned authority in and for the said State and County, hereby certify that \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_  
Print name of Bid signer Print name of Bid signer Title

of \_\_\_\_\_  
Print Company Name

whose name(s) is signed to the foregoing document and who is 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 14 day of December, 2020.

Notary Public Kinley Vines

My Commission Expires 04/14/2024



**END OF REQ RESPONSE  
FORM**



CONTRACTOR INFORMATION

This Section must be printed, completed, and turned in with your bid response

RFQ 010-21 Fairhope Library Mold Remediation

Business Organization

Name of Quoter (exactly as it appears on W-9): Pure Services Group LLC
Doing-Business-As Name of Quoter Pure Maintenance of Alabama
Principal Office Address: 6213 Clubhouse Way Trussville, AL 35173
Telephone Number: 205.751.0001
Fax Number:
Email address: info@puremaintenanceal.com
Website: PureMaintenanceAl.com

Form of Business Entity [check one ("X")]

Corporation
Partnership X
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: 1.23.2020
Location of organization: 6213 Clubhouse Way Trussville, AL 35173
The partnership is: General Limited X

Joint Venture Statement

If a Joint Venture, answer the following:
Date of organization:
Location of organization:
JV Agreement recorded? Yes No

Contact Chad Adams Email info@puremaintenanceal.com
Mailing address PO Box 530771 Birmingham, AL 35253
Phone 205.751.0001

END OF CONTRACTOR INFORMATION SECTION



## SERVPRO of Baldwin County

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416 North McKenzie Street  
Foley, AL 36535  
Office (24/7): 251-928-9625  
Office (24/7): 251-943-6244

Client: City of Fairhope | Fairhope Public Library  
Property: 501 Fairhope Ave.  
Fairhope, AL 36532

Operator: JLOGAN

Type of Estimate: Other

Date Entered: 12/8/2020

Date Assigned:

Price List: ALMB8X\_DEC20

Labor Efficiency: Restoration/Service/Remodel

Estimate: FAIRHOPE\_LIBRARY

### **Preliminary Microbial Remediation Estimate**

#### **Reference Notes:**

Please note that this estimate is constructed under the working-assumption that all contents (100%) will be removed & relocated from floor and stage areas. Additionally, the contents (100%) located on the bench-style window seats will also be removed & relocated.

#### **Scope Notes:**

Please note that the customer needs to be aware of the circumstances pertaining to the ceiling scope. Because of the ceiling height (26'10) test cleaning cannot be performed. SERVPRO cannot guarantee the aesthetic cleanability of the drywall ceiling. SERVPRO believes that the visual damage as a result of the microbial growth should be able to be remediated properly & efficiently, but until the actual process is started - the process cannot be 100% accurately forecasted. If the visual damage to the ceiling area is not able to be effectively removed 100%, post remediation painting and/or encapsulating may be a necessary further scope in the process.





**SERVPRO of Baldwin County**

416 North McKenzie Street  
 Foley, AL 36535  
 Office (24/7): 251-928-9625  
 Office (24/7): 251-943-6244

**FAIRHOPE\_LIBRARY**  
**Preliminary Estimate**  
**Main Level**



**Activities Room**

**Height: 26' 10"**

3,710.78 SF Walls	1,213.36 SF Ceiling
4,924.14 SF Walls & Ceiling	1,213.36 SF Floor
134.82 SY Flooring	135.33 LF Floor Perimeter
139.33 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor**

**4' X 7'**

**Opens into ENTRY2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. 2" x 4" lumber	52.13 LF	0.00	2.41	0.00	125.63
<i>Framing to be installed surrounding the interior of two doors (not door leading to entry/annex), to provide for proper &amp; secure pressure fit containment. Necessary to ensure proper negative air and prevent cross contamination.</i>					
2. Containment Barrier/Airlock/Decon. Chamber	69.77 SF	0.00	0.90	0.00	62.79
<i>Containment barrier (6 MiL) installed over pressure fit containment, to create needed barrier(s).</i>					
3. Carpenter - General Framer - per hour	2.50 HR	0.00	65.72	0.00	164.30
<i>Two skilled technicians at 1.25 hours each. Time to account for skilled labor needed to scope, measure, &amp; securely install pressure fit containment barrier(s).</i>					
4. Floor protection - heavy duty - self adhesive	1,213.36 SF	0.94	0.00	0.00	1,140.56
<i>Heavy floor protection (self adhesive) installed to floor 100%.</i>					
5. Protect - Cover with plastic	2,508.00 SF	0.00	0.31	0.00	777.48
<i>Plastic installed to protect built in shelves &amp; contents inside built in shelves.</i>					
6. Apply plant-based anti-microbial agent to more than the ceiling	3,047.92 SF	0.00	0.30	0.00	914.38
<i>Antimicrobial application to ceiling &amp; top half of walls 100%.</i>					
7. Clean the surface area - Heavy	3,047.92 SF	0.00	0.66	0.00	2,011.63
<i>Clean ceiling &amp; top half of walls (heavy), following antimicrobial application.</i>					
8. HEPA Vacuuming - Light - (PER SF)	4,924.14 SF	0.00	0.40	0.00	1,969.66
<i>HEPA Vacuum walls &amp; floor 100% - following antimicrobial cleaning procedures.</i>					
9. Apply plant-based anti-microbial agent to the surface area	672.00 SF	0.00	0.30	0.00	201.60
<i>Apply antimicrobial to fabric-curtains 100%.</i>					
10. HEPA Vacuuming - hourly charge	8.00 HR	0.00	69.74	0.00	557.92
<i>HEPA Vacuum fabric curtains 100% - following antimicrobial application.</i>					
<i>Two technicians at 4.0 hours each.</i>					

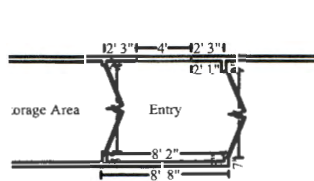


# SERVPRO of Baldwin County

416 North McKenzie Street  
 Foley, AL 36535  
 Office (24/7): 251-928-9625  
 Office (24/7): 251-943-6244

## CONTINUED - Activities Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
11. Hazardous Waste/Mold Cleaning Technician - per hour <i>Apply antimicrobial, Clean &amp; HEPA Vacuum large, ornate ceiling/light fixture 100%. Four Technicians at 3.5 hours each.</i>	14.00 HR	0.00	66.61	0.00	932.54
12. Heat/AC register - Mechanically attached - Detach & reset <i>Six AC registers: detach &amp; reset (as part of cleaning process).</i>	6.00 EA	0.00	6.03	0.00	36.18
13. Clean register - heat / AC <i>Clean six AC registers (following antimicrobial application).</i>	6.00 EA	0.00	4.48	0.00	26.88
14. Additional cost for high wall or ceiling - Over 14' <i>Ceiling height: 26'10.</i>	1,213.36 SF	0.00	0.11	0.00	133.47
15. HEPA Vacuuming - Detailed - (PER SF) <i>HEPA Vacuum floor &amp; floor perimeter 100%. Process is to be performed following remediation completion of walls &amp; ceilings. Scaffolding &amp; man-lift will be removed from site. Heavy duty floor protection will be removed as well.</i>	1,348.69 SF	0.00	0.79	0.00	1,065.47
16. Apply plant-based anti-microbial agent to more than the floor <i>Antimicrobial application of floor &amp; floor perimeter 100% (following HEPA Vacuuming).</i>	1,348.69 SF	0.00	0.30	0.00	404.61
17. Clean the floor with pressure steam <i>Hot Water Extraction performed to floor 100% - following antimicrobial application.</i>	1,213.36 SF	0.00	0.80	0.00	970.69
18. Clean more than the floor perimeter - Heavy <i>Clean bottom two feet of walls 100% - following antimicrobial application.</i>	270.67 SF	0.00	0.66	0.00	178.64
<b>Totals: Activities Room</b>				0.00	11,674.43



### Entry

**Height: 9' 10"**

189.01 SF Walls	56.70 SF Ceiling
245.71 SF Walls & Ceiling	56.70 SF Floor
6.30 SY Flooring	14.20 LF Floor Perimeter
30.21 LF Ceil. Perimeter	

<b>Door</b>	<b>6' 1/16" X 6' 8"</b>	<b>Opens into STORAGE_AREA</b>
<b>Door</b>	<b>6' 1/16" X 6' 8"</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Floor</b>	<b>4' X 7'</b>	<b>Opens into ACTIVITIES_R</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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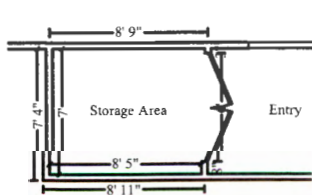


**SERVPRO of Baldwin County**

416 North McKenzie Street  
 Foley, AL 36535  
 Office (24/7): 251-928-9625  
 Office (24/7): 251-943-6244

**CONTINUED - Entry**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
19. 2" x 4" lumber	29.90 LF	0.00	2.41	0.00	72.06
<i>Framing to be installed surrounding the interior of two doors (not door leading to entry/annex), to provide for proper &amp; secure pressure fit containment. Necessary to ensure proper negative air and prevent cross contamination.</i>					
20. Containment Barrier/Airlock/Decon. Chamber	48.30 SF	0.00	0.90	0.00	43.47
<i>Containment barrier (6 Mil) installed over pressure fit containment, to create needed barrier(s).</i>					
21. Peel & seal zipper	2.00 EA	0.00	13.35	0.00	26.70
<i>Zipper door for entry/exit.</i>					
<i>Two zippers necessary to construct one large entry/exit door.</i>					
22. Carpenter - General Framer - per hour	1.00 HR	0.00	65.72	0.00	65.72
<i>Two skilled technicians at .5 hours each. Time to account for skilled labor needed to scope, measure, &amp; securely install pressure fit containment barrier(s).</i>					
23. Remove ceiling tile & drywall and bag - Cat 3	56.70 SF	1.38	0.00	0.00	78.25
<i>Remove ceiling tiles 100%.</i>					
24. Apply plant-based anti-microbial agent to more than the ceiling	259.91 SF	0.00	0.30	0.00	77.97
<i>Antimicrobial application of ceiling &amp; walls 100%.</i>					
25. Clean suspended ceiling grid	56.70 SF	0.00	0.25	0.00	14.18
<i>Clean ceiling grid 100% - following antimicrobial application.</i>					
26. Clean more than the walls - Heavy	203.21 SF	0.00	0.66	0.00	134.12
<i>Clean walls &amp; baseboards - following antimicrobial application.</i>					
27. HEPA Vacuuming - Light - (PER SF)	245.71 SF	0.00	0.40	0.00	98.28
<i>HEPA Vacuum walls &amp; floor 100% - following antimicrobial cleaning.</i>					
<b>Totals: Entry</b>				<b>0.00</b>	<b>610.75</b>



**Storage Area**

**Height: 9' 10"**

261.81 SF Walls	58.39 SF Ceiling
320.19 SF Walls & Ceiling	58.39 SF Floor
6.49 SY Flooring	24.69 LF Floor Perimeter
30.69 LF Ceil. Perimeter	

**Door**

**6' 1/16" X 6' 8"**

**Opens into ENTRY2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Remove ceiling tile & drywall and bag - Cat 3	58.39 SF	1.38	0.00	0.00	80.58



**SERVPRO of Baldwin County**

416 North McKenzie Street  
 Foley, AL 36535  
 Office (24/7): 251-928-9625  
 Office (24/7): 251-943-6244

**CONTINUED - Storage Area**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<i>Remove ceiling tiles 100%.</i>					
29. Apply plant-based anti-microbial agent to more than the ceiling	344.88 SF	0.00	0.30	0.00	103.46
<i>Antimicrobial application of ceiling &amp; walls 100%.</i>					
30. Clean suspended ceiling grid	58.39 SF	0.00	0.25	0.00	14.60
<i>Clean ceiling grid 100% - following antimicrobial application.</i>					
31. Clean more than the walls - Heavy	286.50 SF	0.00	0.66	0.00	189.09
<i>Clean walls &amp; baseboards - following antimicrobial application.</i>					
32. HEPA Vacuuming - Light - (PER SF)	320.19 SF	0.00	0.40	0.00	128.08
<i>HEPA Vacuum walls &amp; floor 100% - following antimicrobial cleaning.</i>					
Totals: Storage Area				0.00	515.81
Total: Main Level				0.00	12,800.99
Total: Preliminary Estimate				0.00	12,800.99

**Job Scopes | Generals**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
33. Scissor lift - 26' platform height (per week)	1.00 WK	0.00	1,070.14	0.00	1,070.14
<i>One 26'0 scissor lift at 1.0 week: \$891.78 (estimated cost).</i>					
<i>Cost includes tax, environmental charges, maintenance fees, &amp; rental.</i>					
<i>Cost is added onto this estimate, with the addition of 10% overhead &amp; 10% profit.</i>					
34. Scaffold - per week	1.00 WK	0.00	771.02	0.00	771.02
<i>One scaffold at 1.0 week: \$642.52 (estimated cost).</i>					
<i>Cost includes tax, environmental charges, maintenance fees, &amp; rental.</i>					
<i>Cost is added onto this estimate, with the addition of 10% overhead &amp; 10% profit.</i>					
35. Scaffolding Setup & Take down - per hour	4.00 HR	0.00	34.51	0.00	138.04
<i>Day 1: 2.0 hours necessary/needed to construct scaffolding.</i>					
<i>Final Day: 2.0 hours necessary to deconstruct scaffolding.</i>					
36. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	20.00 DA	0.00	140.00	0.00	2,800.00
<i>Four XL HEPA Filtration Machines (Air Scrubbers) at 5.0 days each.</i>					
37. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	5.00 DA	0.00	105.00	0.00	525.00
<i>One Large HEPA Filtration Machine (Air Scrubber) at 5.0 days each.</i>					



## SERVPRO of Baldwin County

416 North McKenzie Street  
 Foley, AL 36535  
 Office (24/7): 251-928-9625  
 Office (24/7): 251-943-6244

### CONTINUED - Job Scopes | Generals

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
38. Add for HEPA filter (for neg. air machine/vacuum - Large) <i>Four XL HEPA Filters.</i>	4.00 EA	0.00	294.66	0.00	1,178.64
39. Add for HEPA filter (for negative air exhaust fan) <i>One Large HEPA Filter.</i>	1.00 EA	0.00	188.66	0.00	188.66
40. Equipment setup, take down, and monitoring (hourly charge) <i>Day 1: Setup and placement of five HEPA Filtration Machines (Air Scrubbers) (1.0)</i> <i>Final Day: Removal of five HEPA Filtration Machines (Air Scrubbers) and deconstruction of pressure fit containment barriers (2.5)</i>	3.50 HR	0.00	47.94	0.00	167.79
41. Hazardous Waste/Mold Cleaning-Supervisory/Management- per hour <i>One Microbial Remediation Supervisor/Project Manager at 3.0 days (7.0 hours per day).</i>	21.00 HR	0.00	77.93	0.00	1,636.53
<b>Totals: Job Scopes   Generals</b>				<b>0.00</b>	<b>8,475.82</b>
<b>Line Item Totals: FAIRHOPE_LIBRARY</b>				<b>0.00</b>	<b>21,276.81</b>

### Grand Total Areas:

4,161.60 SF Walls	1,328.45 SF Ceiling	5,490.04 SF Walls and Ceiling
1,328.45 SF Floor	147.61 SY Flooring	174.23 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	200.24 LF Ceil. Perimeter
1,328.45 Floor Area	1,388.14 Total Area	4,161.60 Interior Wall Area
3,772.74 Exterior Wall Area	156.60 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## SERVPRO of Baldwin County

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416 North McKenzie Street  
Foley, AL 36535  
Office (24/7): 251-928-9625  
Office (24/7): 251-943-6244

### Summary for Dwelling

Line Item Total	21,276.81
<b>Replacement Cost Value</b>	<b>\$21,276.81</b>
<b>Net Claim</b>	<b>\$21,276.81</b>

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## SERVPRO of Baldwin County

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416 North McKenzie Street  
Foley, AL 36535  
Office (24/7): 251-928-9625  
Office (24/7): 251-943-6244

### Recap of Taxes



## SERVPRO of Baldwin County

416 North McKenzie Street  
Foley, AL 36535  
Office (24/7): 251-928-9625  
Office (24/7): 251-943-6244

### Recap by Room

Estimate: FAIRHOPE\_LIBRARY

Area: Preliminary Estimate

Area: Main Level

Activities Room	11,674.43	54.87%
Entry	610.75	2.87%
Storage Area	515.81	2.42%

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Area Subtotal: Main Level	12,800.99	60.16%
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Area Subtotal: Preliminary Estimate	12,800.99	60.16%
Job Scopes   Generals	8,475.82	39.84%

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Subtotal of Areas	21,276.81	100.00%
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Total	21,276.81	100.00%
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## SERVPRO of Baldwin County

416 North McKenzie Street  
Foley, AL 36535  
Office (24/7): 251-928-9625  
Office (24/7): 251-943-6244

### Recap by Category

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>CLEANING</b>	<b>1,062.53</b>	<b>4.99%</b>
<b>GENERAL DEMOLITION</b>	<b>1,299.39</b>	<b>6.11%</b>
<b>HEAVY EQUIPMENT</b>	<b>1,070.14</b>	<b>5.03%</b>
<b>FRAMING &amp; ROUGH CARPENTRY</b>	<b>427.71</b>	<b>2.01%</b>
<b>HAZARDOUS MATERIAL REMEDIATION</b>	<b>16,340.19</b>	<b>76.80%</b>
<b>SCAFFOLDING</b>	<b>909.06</b>	<b>4.27%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>167.79</b>	<b>0.79%</b>
<b>Subtotal</b>	<b>21,276.81</b>	<b>100.00%</b>

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope did request and receive RFQs for Clay Tennis Courts Repairs damaged by Hurricane Sally and Hurricane Zeta for the Recreation Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Clay Tennis Courts Repairs by American Tennis Courts, Inc. with a total RFQ proposal of \$38,019.00.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/18/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ 007-21 Clay Tennis Courts Repairs damaged by Hurricane Sally and Hurricane Zeta to American Tennis Courts, Inc

Project Location: Tennis Center

Presented to City Council: 12/28/2020

Funding Request Sponsor: Pat White, Recreation Director  
Tamas Catar, Tennis Center Pro

Resolution # : \_\_\_\_\_  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

DEC 21 '20 AM 11:41  
ZAH

Project Cash Requirement Requested:

Cost: \$ 38,019.00 (\$29,920.00 - Hurricane Sally; \$8,099.00 - Hurricane Zeta)

\$ \_\_\_\_\_

Vendor: American Tennis Courts, Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

Department Funding This Project

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Project  Impact  Health  Fed Grant

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marine-34  Plan/Zone

Project will be:

Expensed \_\_\_\_\_   
Capitalized XXX   
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses \_\_\_\_\_   
Budgeted Capital \_\_\_\_\_   
Unfunded XXX

Expense Code: 001250-50475  
G/L Acct Name: Capital Improvement

Grant: \$0.00 Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_  
\$0.00 Local

Project Budgeted: \$ \_\_\_\_\_ - FEMA reimbursement \$26,180.00 for Hurricane Sally  
Balance Sheet Item:  
Included in  
projected cash flow \$0.00

Over (Under) budget amount: \$ 38,019.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

After Hurricane Zeta additional inspection was performed and it was determined additional clay and more extensive grading was necessary to fully return the courts to proper condition.

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 12/14/2020

Purchasing Memo Date: 12/14/2020

Delivered To Date: 12/21/2020

Request Approved Date: 12/21/2020

Request Approved Date: 12/21/2020

Approved Date: \_\_\_\_\_

Signatures: Kim Creech  
Kim Creech

Jill Cabaniss  
Jill Cabaniss, MBA

Sherry Sullivan  
Mayor Sherry Sullivan



## MEMO

To: Kimberly Creech, Treasurer

From: JABUSH for  
Delores A. Brandt, Purchasing Manager

Date: December 14, 2020

Sherry Sullivan  
Mayor

Council Members:  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

Re: **Greensheet/City Council agenda to approve the over \$10,000 acquisition of repairs to six clay courts at the tennis center damaged by Hurricane Sally (FEMA 4563) for the Parks and Recreation Department**

The Parks and Recreation Director, Pat White and Tennis Pro, Tomas Catar, have need to repair six clay courts at the tennis center that were damaged in Hurricane Sally (FEMA 4563) on or about September 15, 2020 as well as Hurricane Zeta on or about October 28, 2020.

RFQ 007-21 Clay Tennis Courts Repair was sent to nine (9) contractors as well as multiple state agencies for MBE and DBE consideration containing specifications resulting from Hurricane Sally damage. The City received one (1) of quote from American Tennis Courts, Inc. in the amount of **TWENTY-NINE THOUSAND NINE HUNDRED AND TWENTY DOLLARS AND ZERO CENTS (\$29,920.00)**.

After Hurricane Zeta an additional inspection was performed, and it was determined additional clay and more extensive grading was necessary to fully return the courts to proper condition. American Tennis Courts, Inc. submitted supplemental pricing for labor, extra laser grading to return the courts to proper slope, and 12 tons of surface material (two tons per court in addition to the five tons per court previously quoted). The cost submitted for the additional repairs caused by Hurricane Zeta are **EIGHT THOUSAND AND NINETY-NINE DOLLARS AND ZERO CENTS (\$8,099.00)**.

The Director of Parks and Recreation recommends the award for RFQ 007-21 for tennis court damage from Hurricane Sally be made to **American Tennis Courts, Inc. in the amount of TWENTY-NINE THOUSAND NINE HUNDRED AND TWENTY DOLLARS AND ZERO CENTS (\$29,920.00)**.

The Director of Parks and Recreation also recommends the additional work necessary to return the courts to proper condition after damage caused by Hurricane Zeta be awarded to **American Tennis Courts, Inc. in the amount of EIGHT THOUSAND AND NINETY-NINE DOLLARS AND ZERO CENTS (\$8,099.00)**.

**Please prepare a greensheet and place on the next City Council Agenda this request to award the repair of six clay courts at the tennis center that were damaged as a result of Hurricane Sally (FEMA 4563) as well as Hurricane Zeta to American Tennis Courts, Inc. for a total project amount of THIRTY-EIGHT THOUSAND AND NINETEEN DOLLARS AND ZERO CENTS (\$38,019.00)**.

161 North Section St.  
PO Drawer 429  
Fairhope, AL 36533

251-928-2136 (p)  
251-928-6776 (f)  
www.fairhopeal.gov

Cc: File, P. White, T. Catar

**CITY OF FAIRHOPE BID TABULATION**  
**RFQ 007-21 CLAY TENNIS COURTS REPAIR**  
**RFQ OPENED: November 12, 2020, 9:00 a.m.**

Vendor	RFQ Docs Signed/Notarized	Quote Response Form	Contractor Information	Anti-Lobbying Certification	Addenda	Additional Documentation Required	Lump Sum Price
All Star Tennis Courts				NO BID			
American Laser Grading Inc				NO BID			
American Tennis Courts Inc	YES	YES	YES	NO*	N/A	YES	\$ 29,920.00
Baseline Sports Construction LLC				NO BID			
Bay Area Contracting Inc				NO BID			
Duncan & Thompson Construction Services LLC				NO BID			
Hellas Construction Inc				NO BID			
Lower Bros Co Inc				NO BID			
Mcgrath Industries LLC				NO BID			

**Recommendation: Award RFQ 007-21 to American Tennis Courts, Inc.**

  
 Pat White, Parks and Recreation Director

12-14-20  
 Date

  
 Delores A. Brandt, Purchasing Manager

12/14/2020  
 Date



CITY OF FAIRHOPE  
RFQ RESPONSE FORM

DATE: 11 / 12 / 2020

RFQ 007-21 Clay Tennis Courts Repair

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Contract and Scope of Work.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

*Tennis Court Repair*  
Greenhouse Repair Lump Sum Bid: \$ 29,920.<sup>00</sup>

Addenda No: NA NA NA

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands this 12<sup>th</sup> day of November, 2020.

**Corporation or LLC**

Company American Tennis Courts, Inc. State of Incorporation Alabama

Company Representative Jeffry M. Nichols  
(Print Name of Representative Authorized to sign Quotations and Contracts for the firm)

Company Representative *[Signature]*  
(Signature of Representative Authorized to sign Quotations and Contracts for the firm)

Address 1272 Bolton's Branch Drive  
Mobile, Alabama 36606

Phone Number 251-476-4714 Fax Number 251-476-4723

Primary e-mail address jeff@americantenniscourts.net

Alabama Contractor's License No. 25891 Alabama Foreign Corporation NA

**NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE**

STATE OF Alabama }

COUNTY OF Mobile }

I the undersigned authority in and for the said State and County, hereby certify that \_\_\_\_\_

Jeffry M. Nichols and NA, as President  
Print name of Bid signer Print name of Bid signer Title

of American Tennis Courts, Inc.  
Print Company Name

whose name(s) is signed to the foregoing document and who is 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 12th day of November, 2020.

Notary Public *[Signature]*  
My Commission Expires 5/26/2024

**END OF REQ RESPONSE**  
**FORM**



**CONTRACTOR INFORMATION**

This Section must be printed, completed, and turned in with your bid response

**RFQ 007-21 Clay Tennis Courts Repair**

**Business Organization**

Name of Quoter (exactly as it appears on W-9): American Tennis Courts, Inc.  
Doing-Business-As Name of Quoter American Tennis Courts, Inc.  
Principal Office Address: 1272 Bolton's Branch Drive  
Mobile, Alabama 36606  
Telephone Number: 251-476-4714  
Fax Number: 251-476-4723  
Email address: jeff@americantenniscourts.net  
Website: www.americantenniscourts.net

**Form of Business Entity [check one ("X")]**

Corporation X  
Partnership         
Individual         
Joint Venture         
Other (describe):       

**Corporation Statement**

If a corporation, answer the following:  
Date of incorporation: April 27, 1995  
Location of incorporation: Alabama  
The corporation is held: Publicly         
Privately X

**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       

Contact Jeffrey M. Nichols Email jeff@americantenniscourts.net  
Mailing address 1272 Bolton's Branch Drive, Mobile, Alabama 36606  
Phone 251-476-4714

**END OF CONTRACTOR INFORMATION SECTION**



STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 25891  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

AMERICAN TENNIS COURTS INC

MOBILE, AL 36606-4620

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, MU-S: RECREATIONAL AREAS, SC: RUNNING TRACKS, SC: TENNIS COURTS

until December 31, 2020 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

9th day of December, 2019

*Mace H. O'Quinn*

SECRETARY-TREASURER

*Alex Whaley*

CHAIRMAN

159184



# AMERICAN TENNIS COURTS, INC.

1272 BOLTONS BRANCH DR. • MOBILE, AL 36606 • President: Jeffrey M. Nichols  
(251) 476-4714 • (800) 854-1921 • FAX (251) 476-4723  
www.americantenniscourts.net

December 7, 2020

Jennifer Bush  
Purchasing Administrative Assistant  
City of Fairhope  
555 South Section Street  
Fairhope, AL 36532

Dear Jennifer,

As requested, I inspected the six Hydrocourt tennis courts to determine if the courts received additional damage from Hurricane Zeta.

I found that more surface material had been dispersed further by wind driven rain and washed from the surface. I am recommending that an additional 12 tons of surface material (Hydroblend) be added to the resurfacing scope of work to return the courts to proper condition. The additional cost for the material and labor is \$8,099.00, which should be added to our original bid for the court resurfacing project. This cost includes extra laser grading to return the courts to proper slope, the additional 12 tons of surface material, and installation.

Thank you for the opportunity to offer this update on the Hydrocourts. If you need any additional information, please call me at the number above. If you wish to schedule and have this work performed, sign below and either fax or e-mail a copy of this letter to our office. I look forward to hearing from you and working with you.

Sincerely,

*Jeff Nichols*

Jeffrey M. Nichols  
President

\_\_\_\_\_  
Signature of Acceptance

\_\_\_\_\_  
Date



The information contained in this proposal remains the property of American Tennis Courts and cannot be utilized by any other parties without the expressed permission of American Tennis Courts, Inc.

ALABAMA  
FLORIDA  
MISSISSIPPI



GEORGIA  
LOUISIANA  
TENNESSEE

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope has voted to procure the Fire Retardant Personal Protective Equipment (“PPE”)Apparel Lease for the Utilities; and the PPE is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The estimated cost will be \$46,167.00.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/18/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award the Fire Retardant Personal Protective Equipment Apparel Lease to Cintas Corporation

Project Location: \_\_\_\_\_

Presented to City Council: 12/28/2020

Funding Request Sponsor: Mike Allison, Electric Superintendent  
Terry Holman, Gas Superintendent  
Jason Langley, Water & Sewer Superintendent

Resolution #: \_\_\_\_\_  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

DEC 21 '20 AM 11:41

*[Handwritten initials]*

Project Cash Requirement Requested:  
Cost: \$ 46,167.00 Estimated

Vendor: Cintas Corporation through Omnia Partners contract, #R-BB-19002

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

Department Funding This Project

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Project  Impact  Health  Fed Grant

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marina-34  Plan/Zone

Project will be:

Expensed XXX   
Capitalized   
Inventoried

Funding Source:

Operating Expenses XXX   
Budgeted Capital   
Unfunded

Expense Code: XXX-50462  
G/L Acct Name: Safety Wear and PPE

Grant: \$0.00 Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_  
\$0.00 Local

Project Budgeted: \$ 46,167.00  
Balance Sheet Item  
Included in  
projected cash flow \$0.00

Over (Under) budget amount: \$ -

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

The FRPPE will be for all City of Fairhope employees that are required to wear industry regulated safety apparel as part of their routine duties. The annual cost per employee is an average of \$248.69 for 5 leased uniforms sets consisting of a shirt and pants.

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 12/16/2020

Purchasing Memo Date: 12/16/2020

Delivered To Date: 12/21/2020

Request Approved Date: 12/21/2020

Request Approved Date: 12/21/2020

Approved Date: \_\_\_\_\_

Signatures: Kim Creech

Signatures: Jill Cabaniss, MBA

Signatures: Mayor Sherry Sullivan





## MEMO

Sherry Sullivan  
Mayor

*Council Members:*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

To: Kimberly Creech, Treasurer  
From: *K. Bush for*  
Delores A Brandt, Purchasing Manager

Date: December 16, 2020

Re: **Requesting greensheet and approval by Council to award the Fire Retardant Personal Protective Equipment Lease to Cintas Corporation through their contract, #R-BB-19002, with Omnia Partners**

After meeting with several vendors and department supervisors regarding the lease of uniforms vs purchase, it is the recommendation of this office that we enter in a lease agreement with **Cintas Corporation for our Fire Retardant Personal Protective Equipment (FRPPE)**, through their contract with **Omnia Partners (#R-BB-19002)** for a three-year period.

This FRPPE will be for all City of Fairhope employees that are required to wear industry regulated safety apparel as part of their routine duties. The annual amount per employee is an average of \$248.69 for 5 leased uniforms sets consisting of a shirt and pants. To purchase similar uniforms on our previous contract was an average of \$781.50. Pricing for the lease program includes insurance for sizing adjustments, new hires, and replacement for items damaged or stained during the three-year agreement. Employees will continue to be responsible for proper laundering of their FRPPE and returning them upon termination of employment.

**Please place on the next City Council Agenda this request to award the Fire Retardant Personal Protective Equipment Lease, to CINTAS Corporation, of Mobile, AL, through Omnia Partners purchasing co-operative, the in the amount of the unit prices listed in the in their proposal, and allow the Mayor to execute the lease program for these amounts.**

CC: file, M. Allison, T. Holman, R. Johnson, J. Langley, C. Steadham, R. Weaver

161 North Section St.  
PO Drawer 429  
Fairhope, AL 36533

251-928-2136 (p)  
251-928-6776 (f)  
www.fairhopeal.gov

## CINTAS LEASE PROGRAM

Item	Quantity	Per Week Charge	Total
Long Sleeve Button Up Shirt*	5	\$ 2.4125	\$ 125.45
Pants**	5	\$ 2.3700	\$ 123.24

**ANNUAL COST LEASE** \$ **248.69**

*\*Per Week Charge is an average of two shirts styles offered including applicable insurances*

*\*\*Per Week Charge is an average of three pant styles offered including applicable insurances*

## PURCHASE PRICING

Item	Quantity	Per Item Cost	Total
Long Sleeve Button Up Shirt	5	\$ 76.40	\$ 382.00
Cargo Pocket Pant	5	\$ 79.90	\$ 399.50

**ONE TIME PURCHASE** \$ **781.50**



**FACILITIES SOLUTIONS AGREEMENT**

Location No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Customer No. \_\_\_\_\_  
**Main Corporate Code → New CC 13218**

Customer/Participating Agency City of Fairhope Date \_\_\_\_\_  
 Address 161 North Section St City Fairhope State AL Zip 36532  
 Phone 251-928-2136

**UNIFORM PRODUCT RENTAL PRICING:**

Item #	Description	Unit Price
392	Carhartt FR Featherweight Shirt	\$0.341
59392	Carhartt FR Enhanced Visibility Featherweight Shirt	\$0.384
344	Carhartt FR Cargo Pant	\$0.396
371	Carhartt FR Pant	\$0.428
73478	Carhartt Featherweight Pant	\$0.358

- This agreement is effective as of this date from 10/1/20 to 10/1/23, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.00 ea      • Company Emblem \$ 1.00 ea
- Customer Emblem \$ 2.00 ea      • Embroidery \$ 2.50 ea
- COD Terms \$ 0 per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 35 per delivery.
- Make-Up charge \$ 2.00 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.00 per garment.
- Seasonal Sleeve Change \$ 5.00 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 0
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

**FACILITY SERVICES PRODUCTS PRICING:**

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		Uniform Advantage Insurance	Weekly	Any	\$0.04
		Emblem Advantage Insurance	Weekly	Any	\$0.04
		Prep Advantage Insurance	Weekly	Any	\$0.04

\*Indicated bundled items/services



- \_\_\_\_  \_\_\_\_\_ Date Initial and check box if Unilease. All Garments will be cleaned by customer
- \_\_\_\_  \_\_\_\_\_ Date Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.
- \_\_\_\_  \_\_\_\_\_ Date Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 211 - Mobile CUSTOMER:  
Please Sign Name \_\_\_\_\_

By: Eric McCalpine Please Print Name \_\_\_\_\_

Title: Major Account Manager Please Print Title \_\_\_\_\_

Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

#### Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

#### Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.



8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope has voted to procure 95-gallon Bar Cart Garbage Cans and Lids for the fiscal year 2021 for the Public Works Department; and the items are available for direct procurement through the Sourcewell Purchasing Cooperative Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated annual cost of will be \$38,278.00 which includes freight.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/18/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of estimated 793 - 95 Gallon Garbage Carts for Fiscal Year 2021 from Schaeffer Systems International, Inc.

Project Location: Sanitation Department

Presented to City Council: 12/28/2020

Funding Request Sponsor: Richard Johnson, Public Works Director  
Arthur Bosarge, Assistant public Works Director  
Dale Linder, Supervisor-Sanitation/Recycling

Resolution #: \_\_\_\_\_  
Approved: DEC 21 '20 AM 11:41  
Changed: \_\_\_\_\_  
Rejected: \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 38,278.00 Estimated 793 - 95 gallon Garbage Carts @ \$46.00 plus freight \$1,800.00  
\$ \_\_\_\_\_

Vendor: Schaefer Systems International, Inc through the Sourcewell agreement #041217-SFR

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

**Department Funding This Project**

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Project  Impact  Health  Fed Grant

**Department of General Fund Providing the Funding**

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  **Sanitation-40**   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marina-34  Plan/Zone

Project will be: Expensed XXX   
Capitalized \_\_\_\_\_   
Inventoried \_\_\_\_\_

Funding Source: Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code: 001400-51470  
G/L Acct Name: Purchases-Recy Bins/Gbge Cans

Grant: \$0.00 Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_  
\$0.00 Local

Project Budgeted: \$ 48,750.00  
Balance Sheet Item Included in projected cash flow \$0.00

Over (Under) budget amount: \$ (10,472.00)

Comments: FY2020 spent \$27,949.14.

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

<b>City Treasurer</b>	<b>Finance Director</b>	<b>Mayor</b>
Purchasing Memo Date: <u>12/15/2020</u>	Purchasing Memo Date: <u>12/15/2020</u>	Delivered To Date: <u>12/21/2020</u>
Request Approved Date: <u>12/21/2020</u>	Request Approved Date: <u>12/21/2020</u>	Approved Date: _____
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Zabaniss</u> Jill Zabaniss, MBA	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



## MEMO

Sherry Sullivan  
Mayor

To: Kimberly Creech, Treasurer  
From: *Delores A Brandt*  
Delores A Brandt, Purchasing Manager  
Date: December 15, 2020

*Council Members:*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Corey Robinson

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

**Greensheet / Council Approval for Budgeted procurement of operational budgeted, over \$15,000, Garbage Cans for Sanitation Dept for proposed FY2021 through Sourcewell Purchasing Cooperative**

For the fiscal year 2021, the Public Works Department's Sanitation Division is requesting approval to procure approximately 793 garbage cans for the year with City logos, and continuing our sequential numbering from **Schaeffer Systems International, Inc.** through the **Sourcewell** purchasing group. The Sanitation Supervisor, Dale Linder, is requesting a one-time order for the year to help eliminate the issues from manufacturers regarding production in the last 5 months.

The purchase will be made from **SCHAEFER SYSTEMS INTERNATIONAL, INC** through the **SOURCEWELL Master Agreement #041217-SFR** for approximately **793 95-gal bar cart garbage cans** at \$46.00 each for an estimated amount of **THIRTY-EIGHT THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS (\$38,278.00) including freight** (see attached quote for details). The number of cans may fluctuate due to City growth.

This procurement is over the greensheet benchmark of \$15,000 for approval by City Council of budgeted operational items.

**Please compose and have approved by City Council, a greensheet for this procurement of 793 garbage cans for the Public Works Sanitation Department to be purchased from SCHAEFER SYSTEMS INTERNATIONAL, Inc. through Sourcewell Purchasing Cooperative in the amount of \$38,278.00**

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

Cc: file, Dale Linder, Arthur Bosarge, Richard Johnson, Clint Steadham, Randy Weaver

# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Dale Linder

Date: 11/17/2020

Department: Sanitation / Public Works

## ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Garbage Cans for Sanitation Use
2. **What is the total cost of the item or service?** \$38,278.00
3. **Where will the item or service be physically located?** Public Works Yard
4. **What is the primary function of the item or service?** Sanitation Garbage Service
5. **How many do you need?** 793 Units / One Truckload
6. **Item or Service Is:**  New  Used  Replacement  Annual Request
7. **When do you anticipate implementation?** 1/1/2021
8. **Additional Information or Comments:** Click or tap here to enter text.
9. **Vendor Name:** Schaefer Systems
10. **Vendor Number:** 5874

## BUDGET INFORMATION

1. **Is it budgeted?**  Yes  No  Emergency Request
2. **If budgeted, what is the budgeted amount?** \$59,000.00
3. **What is the Capital Project Name or Operating Budget Code:** 51470
4. **Check any applicable boxes:**  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

*Email completed form with quotes and other supporting documentation to  
[deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).*

## Dee Dee Brandt

---

**From:** Dale Linder  
**Sent:** Thursday, November 19, 2020 9:42 AM  
**To:** Dee Dee Brandt  
**Subject:** FW: Q014463-2\_Fairhope AL\_Sourcewell.pdf  
**Attachments:** Q014463-2\_Fairhope AL\_Sourcewell.pdf; ATT00001.htm

Dee Dee,

Here is the new Sourcewell quote from Schaefer Systems: would like to order this month-

- 793 Garbage Cans at 95 Gallon Size Each-
- This will be one truck load
- Items will be delivered and stored in the Pecan St. Annex Building-
- Represents one order for the fiscal year Vs. 3-4 orders in previous years-

The last can order was initiated in mid-May, 2020, and not delivered until 11/02/20-

Manufacturing problems associated with COVID-19 and production issues with plastic availability caused a 5 month delay in receiving the last order-

To eliminate manufacturing issues, it would be best to only place on order for the year; this will give us enough cans to last through the remainder of the fiscal year-

This amount has been requested in the 2021 fiscal year budget-

Thank you

Dale Linder  
City of Fairhope  
PH: 251.928.8003  
[Dale.Linder@Fairhopeal.gov](mailto:Dale.Linder@Fairhopeal.gov)

**From:** Brant Ledbetter <Brant.Ledbetter@ssi-schaefer.com>  
**Sent:** Thursday, November 19, 2020 8:59 AM  
**To:** Dale Linder <Dale.Linder@fairhopeal.gov>  
**Subject:** Q014463-2\_Fairhope AL\_Sourcewell.pdf

**SENT FROM AN EXTERNAL ADDRESS**

Attached is the quote that you requested



Schaefer Systems International, Inc.

10021 Westlake Drive  
 Charlotte, NC 28277  
 USA  
 Phone: (704) 944-4500




**QUOTATION: SOURCEWELL CONTRACT #041217-SFR**

<b>Quote #:</b> 014463-2	<b>Requested by:</b> Dale Linder
<b>Date:</b> 11/19/2020	
<b>Quote Expiration:</b> 12/3/2020	<b>Bill to:</b> City of Fairhope, AL PO Drawer 429 Fairhope, AL 36533 USA
<b>Terms:</b> Net30	
<b>FOB:</b> PPA	
<b>Lead Time:</b> 4-6 Weeks ARO	<b>Ship to:</b> City of Fairhope, AL 555 South Section Street Fairhope, AL 36532 USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	793	95Q.000	USD95Q 95-gal bar cart: - Green body and lid; - 10" plastic wheels; - Hot stamp on cart body;  Body: GN3 Lid: LIDGN3	\$46.00	\$36,478.00
2	1	WTD.HOTSTAMP.PLA TE	Hot stamp plate creation fee waived;	\$0.00	\$0.00
3	1	FREIGHT	Estimated freight; actual freight charges applied to invoice.	\$1,800.00	\$1,800.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$0.00
<b>Total</b>					<b>\$38,278.00</b>

**Agreed and accepted by:**

  
 \_\_\_\_\_  
 Brett Belda  
 Vice President, Sales  
  
 11/19/2020  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name & Title  
  
 \_\_\_\_\_  
 Date

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale published on our website [www.ssi-schaefer.us/General\\_Terms\\_and\\_Conditions\\_for\\_the\\_Sale\\_of\\_Goods\\_and\\_Services](http://www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services)  
 \* Assembly is required for wheels and hubs unless assembly and distribution is being completed by Schaefer  
 \* Orders with custom hot stamps are non-cancelable

Thank you,

**Brant D. Ledbetter** | Regional Manager, Southeast  
Schaefer Systems International, Inc.

10021 Westlake Drive | Charlotte, NC 28273 | USA  
Phone: 704.944.4500 | Fax: 704.588.1862 | Cell: 770.626.9446  
brant.ledbetter@ssi-schaefer.com | www.ssi-schaefer.com  
News | LinkedIn | YouTube | Facebook

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, this First Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, hereinafter referred to as “Lessor”, and Cellco Partnership d/b/a Verizon Wireless, hereinafter referred to as “Lessee” and,

**WHEREAS**, the Lessor and PCS PrimeCo, LP, predecessor in interest to Lessee respectively, entered into a “PCS Site Agreement” dated June 7, 1996, as amended by that certain First Amendment to PCS Site Lease dated March 31, 2014 (collectively, the “Agreement”) regarding the Lessor’s leased are located at 8675 Fairhope Avenue Street, Fairhope, Alabama 36532; and,

**WHEREAS**, the Lessor and Lessee desire to modify the Agreement with the terms and conditions in the Second Amendment.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the PCS Site Agreement and the Memorandum of Second Amendment to PCS Site Lease as presented between the between the City of Fairhope and Cellco Partnership d/b/a Verizon Wireless for the leased area located at 8675 Fairhope Avenue, Fairhope, Alabama 36532.

Adopted this 23rd Day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## SECOND AMENDMENT TO PCS SITE LEASE

This Second Amendment to PCS Site Lease (“**Amendment**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **City of Fairhope, Alabama**, with a mailing address of P.O. Drawer 429, Fairhope, Alabama 36533 (“**Owner**”) and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridgc, New Jersey 07920 (“**Lessee**”). Owner and Lessee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

**WHEREAS**, Owner and PCS PrimeCo, LP, predecessor in interest to Lessee respectively, entered into a PCS Site Lease dated June 7, 1996, as amended by that certain First Amendment to PCS Site Lease dated March 31, 2014 (collectively, the “**Agreement**”); and

**WHEREAS**, the term of the Agreement will expire on June 6, 2021 and the Parties desire to amend the Agreement to grant Lessee the right to extend the Agreement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are incorporated herein. Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the Agreement.

2. Effective upon expiration of the current five (5) year extension term, the Agreement shall be automatically extended for **four (4) additional five (5) year extension terms** unless Lessee terminates the Agreement at the end of the then current five (5) year term by giving Owner written notice of the intent to terminate at least ninety (90) days prior to the end of the current, or then current, five (5) year extension term.

3. The rent amount payable by Lessee during the first lease year of the first five (5) year extension term granted by this Amendment shall be increased to a total amount of **\$36,000.00 per year**. The annual rent amount shall thereafter increase annually at the beginning of each subsequent lease year by an amount equal to **three percent (3%)** of the annual rent amount payable by Lessee during the immediately preceding lease year. Lessee shall continue to pay rent annually, in advance. The annual rent escalation set forth above shall replace and supersede the per term escalation in Paragraph 3 of the Agreement.

4. Owner and Lessee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party’s behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Owner and Lessee in accordance with its terms. All covenants, terms and obligations of the Agreement not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of

Lessee Site Name: Fairhope  
Lessee Site Number: 136099

this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

6. The Agreement and this Amendment contain all agreements, promises or understandings between the Parties. No oral agreements, promises or understandings shall be binding upon either Party in any dispute, controversy or proceeding at law. Any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

[Signature Pages Follow]

Lessee Site Name: Fairhope  
Lessee Site Number: 136099

**IN WITNESS WHEREOF**, the Parties have executed this Amendment effective as of the day and year first above written.

**Owner:**

**City of Fairhope, Alabama**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lessee:**

**Cellco Partnership d/b/a Verizon Wireless**

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

Printed Name: **Sandra Loughridge**

Title: **Director - Network**

Date: **12/8/2020** **Field Engineering**



This Instrument Was Prepared By  
and When Recorded Mail to:  
Nicholas C. Steinhaus, Esquire  
Baker Donelson, Bearman, Caldwell & Berkowitz, PC  
1501 Main Street, Suite 310  
Columbia, South Carolina 29201

**MEMORANDUM OF SECOND AMENDMENT TO PCS SITE LEASE**

This Memorandum of Second Amendment to PCS Site Lease ("**Memorandum**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **City of Fairhope, Alabama**, with a mailing address of P.O. Drawer 429, Fairhope, Alabama 36533 ("**LESSOR**") and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**LESSEE**"). The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

**WHEREAS**, LESSOR is the fee owner of a parcel of property located at Fairhope Avenue, Fairhope, Baldwin County, Alabama, (the "**Property**") described in Exhibit A attached hereto; and

**WHEREAS**, LESSOR leases a portion of the Property and certain rights of access and for placement of utilities (the "**Premises**") to LESSEE pursuant to a PCS Site Lease dated June 7, 1996, as amended by that certain First Amendment to PCS Site Lease dated March 31, 2014 (collectively, the "**Agreement**"); and

**WHEREAS**, the Parties entered into a Second Amendment to PCS Site Lease of even date herewith (the "**Amendment**"), which amends the Agreement by extending the term of the Agreement, and therefore, LESSOR and LESSEE wish to execute and record this Memorandum to reflect the modifications.

LESSEE SITE NAME: Fairhope  
LESSEE SITE NUMBER: 136099

**NOW, THEREFORE**, for and in consideration of the covenants and promises of the parties set forth herein and in the Agreement and the Amendment, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties, LESSOR and LESSEE agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. Effective upon expiration of the current five (5) year extension term, which shall occur on June 6, 2021, the Agreement shall be automatically extended for **four (4) additional five (5) year extension terms** unless Lessee terminates the Agreement at the end of the then current five (5) year term by giving Owner written notice of the intent to terminate at least ninety (90) days prior to the end of the current, or then current, five (5) year extension term.

2. This Amended Memorandum contains only selected provisions of the Agreement, and reference is made to the full text of the Agreement, as amended, for the full terms and conditions. This Amended Memorandum shall not, in any way, amend or supersede the terms and conditions of the Agreement or the Amendment

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties have executed this Amendment effective as of the day and year first above written.

**LESSOR:**

**City of Fairhope, Alabama**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

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

Printed Name: **Sandra Loughridge**

Title: **Director - Network  
Field Engineering**

Date: **12/8/2020**

STATE OF ALABAMA )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned officer, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the \_\_\_\_\_ of City of Fairhope, Alabama, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of City of Fairhope, Alabama for the purposes therein contained.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

[SEAL]

STATE OF TEXAS )  
COUNTY OF Harris )

Before me, the undersigned officer, personally appeared Sandra Loughridge, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged herself/himself to be the Director- Network Field Engin. of **Cellco Partnership d/b/a Verizon Wireless**, and affirmed that, being duly authorized, s/he executed the foregoing instrument on behalf of Cellco Partnership d/b/a Verizon Wireless for the purposes therein contained.

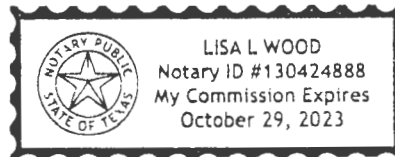
Witness my hand and seal this 8 day of December, 2020.

Lisa L Wood  
NOTARY PUBLIC

Printed Name: Lisa L. Wood

My Commission Expires:

10/29/2023



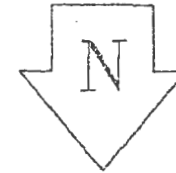
[SEAL]

**Exhibit A**

(Attached)



Fairhope Ave.

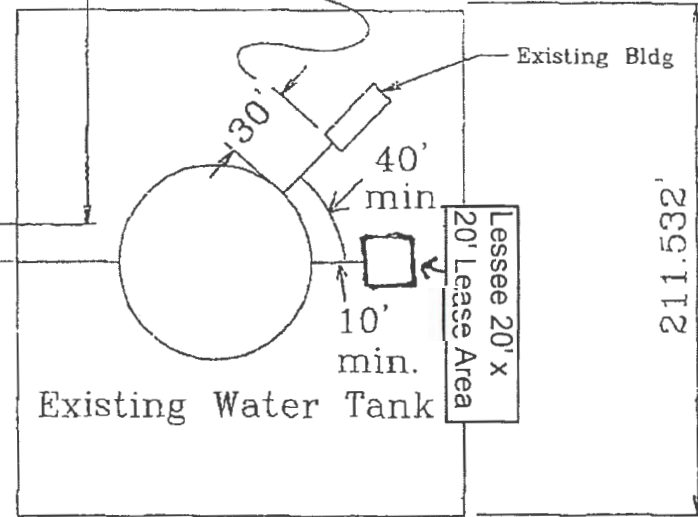


NOTE: Lessee's ice-bridge is not shown

Proposed Site for Substation.

Service Road

277.684'



Existing Bldg

211.532'

Lessee 20' x 20' Lease Area

Existing Water Tank

181.684'

Baldwin County  
City of Fairhope, Alabama

City of Fairhope
Subject: Proposed New Bldg at Fairhope Av. Water Tank
NO SCALE

One acre of land contiguous to and abutting upon that certain easement conveyed by the Fairhope Avenue Baptist Church to the City of Fairhope, Alabama as recorded in Book 463 at page 784-785, Probate Records of Baldwin County, Alabama, said tract being more particularly described as follows:

From the Southwest Corner of the Southwest Quarter of the Northeast Quarter, Section 16, Township 6 South, Range 2 East, run thence East along the half-section line 1051.2 feet; thence run North 00° 08' East along the west side of said easement 222.49 feet for a Point of Beginning; thence continue North 00° 08' East along said easement, 208.71 feet; thence run West, 208.71 feet, thence run South 00° 08' West, 208.71 feet; thence run East, 208.71 feet to the Point of Beginning. The described parcel lies within the Southwest Quarter of Northeast Quarter of said Section 16 and contains one acre, more or less.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council approves the revised and updated Painter Job Description as presented; and approves the allowance of a three-month overlap training period for the new painter to thoroughly learn the position.

ADOPTED THIS 23RD DAY OF DECEMBER, 2020

\_\_\_\_\_  
Jack Burrell, Council President

ATTEST:


\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Sherry Sullivan  
Mayor



Richard D. Johnson, PE  
Public Works Director

## Memorandum

From: Richard D. Johnson; PE   
To: Mayor Sherry Sullivan  
CC: Finance; HR; PW Streets & Maintenance; File  
Date: November 6, 2020  
Subject: FY2021 Budget - Personnel – Painter Streets & Maintenance  
Department, Public Works

---

Mayor Sullivan:

Mr. Ricky Mims, Painter, Public Works Streets & Facilities Department has announced his intention to retire after a long tenure with City of Fairhope, effective March 2021. Ricky holds the singular unique position of "Painter" within the department. He is literally a one-man operation. He takes care of the painting needs of the City. His work is not limited to buildings. He handles street striping and markings, sign painting, utility fixtures and any other imaginable item that may require painting.

An internal candidate within the City has been identified and has expressed an interest in applying for this position. Having the ability to overlap this position and allow the new candidate to work with Mr. Mims for three months would be invaluable.

Attached is an updated Uniform Job Description for Painter. I am requesting budget consideration to allow for a 3-month overlap training period for the new Painter to thoroughly learn the job position. The midpoint of a Grade 19-Hourly is \$20.41/hour and the maximum 3-month budget impact would be **\$10,613.20** plus benefits and overhead. It is anticipated the new hire would start well below the midpoint. Overall, for the budget year we anticipate a net savings even when calculating the 3-months of pay overlap.

I am requesting Council consideration to allow and budget for this 3-month position overlap training period

Yours,

RDJ



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title: **Painter** Pay Range: **\$15.70 - \$20.41 - \$25.12**  
 Department: Public Works Pay Grade: 19 - Hourly  
 Reports To: **Streets & Facilities Supervisor** Effective Date: **December 2020**  
 Supervises: None Supersedes: \_\_\_\_\_

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Safety Sensitive: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DOT Regulated: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

### I BASIC PURPOSE OF THE POSITION

The purpose of this classification is to, under general supervision, apply coats of paint, varnish, stain, enamel, or lacquer to decorate, protect, mark and delineate exterior surfaces, trimmings, and fixtures of buildings, structures, paved surfaces, infrastructure and other facilities throughout the City of Fairhope and its associated jurisdictions.

### II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

This is a moderately responsible position that requires reasonable knowledge, talent and experience in the application of paints and various coatings. This position requires the ability to work independently to accomplish, with minimal supervision, assigned painting related tasks. Knowledge, experience and certification(s) in traffic marking and signage compliant with the Manual on Uniform Traffic Control Devices (MUTCD) is preferred or must be acquired within the first six months in the position.

---

<b>III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES</b>
-----------------------------------------------------

**Maintenance and Repair**

- Smooth and prepare surfaces for painting, including sanding and removing old paint.
- Fill nail holes, cracks, and joints with putty, plaster, or other filler.
- Tape, float, and texture walls and ceilings.
- Select premixed paints or mix required portions of pigment, oil, and thinning and drying substances to prepare paint to match specified colors.
- Paint surfaces, using brushes, spray gun, or paint rollers, and apply paint with cloth, brush, sponge, or fingers to create special effects.
- Stain, seal, and varnish wood surfaces.
- Erect scaffolding or set up ladder to perform tasks above ground level.
- Graffiti removal from the interior and exterior of buildings.
- Glass repair of building windows.
- Pick up and deliver painting supplies to jobsites; maintain delivery records.
- Detect needed repairs on buildings, grounds, and equipment by following established inspection procedures.
- Prepare, maintain and paint all painted signs required by the City.
- Receive and complete work orders while maintaining accurate records on material and labor used.
- Maintain inventory of tools and assist with inventory control of materials and equipment.
- Inspect jobs upon completion and ensure areas are clean.
- Work with building principals, directors and supervisors to complete projects.

**Traffic Marking**

- Layout and preparation of City street, driving and parking surfaces to receive coatings for traffic striping and markings.
- Application of striping and marking coatings to bituminous asphalt and concrete surfaces.
- Proper operation and use of mechanical applicators for traffic striping and markings.
- Maintenance, basic repair and cleaning of mechanical applicators for traffic striping and markings.
- Knowledge and application of proper Temporary Traffic Control measures.

**Safety**

- Operate tools and equipment according to established safety procedures.
- Perform preventive maintenance on tools and equipment and ensure that equipment is in safe operating condition.
- Follow established safety procedures and techniques to perform job duties, including lifting, climbing, etc.



Painter – Streets & Facilities

---

- Store, handle and dispose of paint, stain, varnish, and other chemicals according to established procedures.
- Correct unsafe conditions in work area and report any conditions that are not correctable to supervisor immediately.
- Save operation of Public Works trucks and equipment

Equipment Used

- Including, but not limited to: brush, roller, striping machine, taping and masking equipment, spray equipment, sand and water blaster, air compressor, dry wall tools and equipment, hand tools, ladder, scaffolding, self-propelled manlift, smart phone, radio and light truck or van.

**IV OTHER DUTIES AND RESPONSIBILITIES**

- Perform related duties and responsibilities as required
- Remain subject to recall to work during hurricane or other emergency incidents
- Assisting with Special events, as needed
- Assist other duties of the public works department including horticulture, streets and sanitation
- Other duties, as assigned

**V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of equipment, materials, methods, practices, and tools used in painting trade
- Ability to properly apply paints and coatings
- Knowledge of and ability to mix paint to match colors
- Ability to follow written and verbal instructions
- Ability to work independently
- Ability to use a computerized maintenance management system for work order processing
- Knowledge of city streets
- Skill at balancing multiple tasks simultaneously
- Skill at managing one's own time
- Good work ethic

**VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

High school diploma or GED; supplemented by and a minimum of two (2) years' experience in painting field or other related experience; or any equivalent combination of

education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Alabama Driver's License.

## **VII EXTENT OF PUBLIC CONTACT**

- Minimal contact with the public concerning City Painting Projects
- General questions about City Facilities

## **VIII PHYSICAL DEMANDS**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

While performing the duties of this job, the employee is regularly required to use hands to handle, feel or operate objects, tools, or controls; reach and stretch with hands and arms. The employee frequently is required to sit, stand, walk, talk and hear. The employee is regularly required to balance, stoop, kneel, or crouch.

Tasks require the regular and, at times, sustained performance of moderately to highly physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and/or crawling. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Frequent walking, standing, climbing, heavy lifting and carrying, stooping, bending, kneeling, and reaching. Ability to operate hand and power tools and work in tiring and uncomfortable positions. Work outside and inside; on slippery or uneven walking surfaces, ladders, and scaffolding; and around machinery with moving parts. Exposure to hot and cold temperatures, excessive noises, fumes, and toxic chemicals. Frequent citywide travel.

Employees in this position must have:

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively and to understand department rules and regulations;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials in electronic or hardcopy form;
- Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a personal computer, typewriter, telephone, copier, and other similar or related office equipment;

- Sufficient strength, personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to sit, walk, stand and talk in order to perform required tasks.

## **IX WORKING CONDITIONS AND ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions. Working conditions may include, but not be limited to:

- At times may work in an office enclosed environment; repeatedly rise, sit, climb and bend in a confined area in order to paint surfaces for prolonged periods of time
- Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, disease, or pathogenic substances
- Work from the cab of vehicle and/or truck
- Must be able to work early morning and/or late-night shifts (flexible shifts)
- Must be able to work in cold, hot and rainy weather
- Must be accustomed to working in the field – including active construction sites, rooftops, basements, crawlspaces, confined spaces, outdoors, parks, public facilities and rights-of-way

*This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.*

**RESOLUTION NO. \_\_\_\_\_**

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the current franchise agreement with Coca-Cola Bottling Company United is hereby extended by thirty days by mutual agreement of the parties.

DULY ADOPTED THIS 23RD DAY OF DECEMBER, 2020

\_\_\_\_\_  
Jack Burrell, Council President

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**CONTRACT DOCUMENTS  
BID FORM AND SPECIFICATIONS**

**BID NO. 001-18  
BEVERAGE CONCESSION 2018**

**CITY OF FAIRHOPE, AL**

**Karin Wilson, Mayor  
Jack Burrell, Council President**

SET 1

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**Exhibit A      SCHEDULE OF LOCATIONS**

**Exhibit B      FRANCHISE AGREEMENT**



## ADVERTISEMENT

Sealed bids will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, **until Monday, November 20, 2017, at 8:00 a.m.** and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

### **Bid Number 001-18, BEVERAGE CONCESSION 2018**

Bid documents will be posted on the City of Fairhope Website: [www.cofairhope.com](http://www.cofairhope.com) or a copy may be obtained by e-mailing: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com). Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com), Seventy-Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00. **NOTE: FOR THIS BID, THE BID BOND IS WAIVED**

**THERE WILL BE A MANDATORY PREBID MEETING on Wednesday, NOVEMBER 8, 2017 at 8:00 AM, at the City of Fairhope City Services and Utilities Building located at 555 S. Section Street in Fairhope, site visit to follow. At the Mandatory pre-bid meeting, all fields on the mandatory sign-in roster must be completed for every potential bidder. Only those companies in attendance and signed on the roster, will be eligible to submit bids. If a third party is engaged to attend, representing the potential bidder(s), they MUST sign in separately for every potential bidder they represent.**

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 Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Bid Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

The Contractor must furnish to the City of Fairhope, at the time of the signing of the contract, a Certificate of Insurance coverage which will include Comprehensive Insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability Insurance, Sub-contractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all proposals and any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, <http://www.sos.alabama.gov/BusinessEntities/ForeignCorps.aspx>. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No proposals shall be withdrawn for the period of ninety (90) days subsequent to the opening of proposals without the consent of the City of Fairhope of Fairhope, Alabama, Baldwin County, Alabama.

Daniel P. Ames  
Purchasing Manager  
Posted November 1, 2017

ITEM II  
INVITATION AND INSTRUCTIONS TO  
BIDDERS

2.0 BID INVITATION

Notice is hereby given that the City of Fairhope ("Owner") will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

2.1 BID NO.: **001-18**  
BID NAME: **Beverage Concession 2018**  
FOR: **Recreation Department**

2.2 SUMMARY:  
**Item VIII Scope of Work and Specifications**

2.3 BID DEADLINE

Bids will be received until Monday, November 20, 2017, at 8:00 a.m. local time by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Alabama, and publicly opened thereafter.

2.4 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the Fairhope Public Utilities Bldg., 555 S. Section St., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

2.5 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, at P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com), no less than Seventy-Two (72) hours prior to the bid opening, or will be forever

2.6 SITE EXAMINATION / CITY PROVISION / NON-RESIDENT STATE RECIPROCITY

**A MANDATORY Pre-bid conference** to be held at City of Fairhope offices located at 555 S. Section St, Fairhope, Alabama. at **8:00 a.m. on Wednesday, November 8, 2017**, with Site visit to follow. At the Mandatory pre-bid meeting, all fields on the mandatory sign-in roster must be completed for every potential bidder. Only those companies in attendance and signed on the roster, will be eligible to submit bids. If a third party is engaged to attend, representing the potential bidder(s), they **MUST** sign in separately for every potential bidder they represent. Mandatory Pre-Bid Roster must be signed by all attendees, and these attendees (or their official representatives) will be the sole contractors eligible to bid the project.

2.6.1 The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents. Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to commencing work. Where required by State Law, State Contractor's license is required.

2.6.2 Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident CONTRACTORS on the same basis as the non-resident bidder's state awards contracts to Alabama CONTRACTORS bidding under similar circumstances. Therefore, non-resident bidders shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-residents bidder's state of domicile as to preferences granted by the state to entities doing business in that state when letting public contracts

2.7 BID SECURITY

**WAIVED**

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to the City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

## 2.8 PERFORMANCE ASSURANCE

### **Performance Bond and Labor and Materials WAIVED**

The bidder to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted Bidder shall also provide insurance as required in ITEM VII

## 2.9 DURATION OF OFFER

Bids may be withdrawn in written (mailed or faxed) requests received from bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the Fairhope City Council.

## 2.10 EQUAL OPPORTUNITY

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 Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

## 2.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated, will be received by the City of Fairhope as noted in Item I above. Submit one fully executed, signed copy of the offer on the Bid Response Form provided. The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly noted on the outside of the envelope as a **SEALED BID with BID NAME, BID NUMBER, CITY OF FAIRHOPE AND ADDRESS, BIDDER'S NAME AND ADDRESS, AND IF REQUIRED, BIDDER'S CONTRACTOR'S LICENSE NUMBER**. When sent by mail, or courier service, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing.

- 2.11.1 Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the Invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in. Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.
- 2.11.2 The Bid Response Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.
- 2.11.3 Each bid must give the full business address of the bidder and must be signed by bidder with his/her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- 2.11.4 Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate bids will not be considered unless requested.

**2.12 BID INELIGIBILITY**

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City of Fairhope. The City of Fairhope reserves the right to waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the bidder unopened.

**2.13 CONTRACT TIME**

The Contractor agrees to perform the work within the time stated in the Bid Form. The bidder, in submitting an offer, accepts the conditions of the contract period stated for performing the work.

**2.14 INQUIRIES/ADDENDA**

Questions or comments pertaining to this bid must be presented in writing, or sent via email to the attention of the Purchasing Manager, Dan Ames at, [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com) no later than seventy-two (72) hours prior to the bid opening or will be forever waived.

Address: City of Fairhope  
Purchasing Dept  
555 S. Section St.  
Fairhope, Al 36532  
251-928-8003

All Addenda are part of the Contract Documents. Include resultant costs in the bid. Addenda will be posted on the City's website: [www.cofairhope.com](http://www.cofairhope.com). It is the responsibility of the bidder to verify that all addenda have been received.

**2.15 BID ACCEPTANCE**

Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the City of Fairhope shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Response Form.

**2.16 BIDDERS INTERESTED IN MORE THAN ONE BID**

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City of Fairhope reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

**2.17 ERRORS IN BIDS**

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open for their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices, the unit price will govern.

**2.18 CONTRACT AND BOND**

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within fifteen (15) days after the required forms are presented to him for signature.

**2.19 COLLUSION**

If there is any reason for believing that collusion exists among the Bidders any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

**2.20 SUBLETTING OR ASSIGNING OF CONTRACT**

Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written



consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract

**2.21 PROSECUTION OF WORK**

The Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the City of Fairhope or as otherwise directed in writing

2.21.1 The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City of Fairhope. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract

2.21.2 Should the Contractor fail to maintain a satisfactory rate of progress, the City of Fairhope may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

2.21.3 Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the City of Fairhope may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

**2.22 EXCEPTIONS / CHANGES**

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

**2.23 INSURANCE**

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. See ITEM VII INSURANCE.

**ITEM III  
BID FORM**

Date: 11/16/17

**Bid Number: 001-18**

**Bid Name: BEVERAGE CONCESSION 2018**

**3.0 Award Duration: THREE (3) years from signing date of contract.**

3.0.1 The Contractor agrees to complete all the work within timeframe stated in contract. Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work. The owner agrees to provide the following materials: NONE

**3.1 BID EVALUATION:**

Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.

**3.1.1 BEVERAGES:**

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Case (24 units)</u>
7.5oz	can soft drink	\$ <u>0.3125</u>	\$ 7.50
12oz	can soft drink	\$ <u>0.3333</u>	\$ 8.00
12oz	plastic bottle soft drink	\$ <u>0.625</u>	\$ 15.00
12oz	plastic bottle name brand water	\$ <u>0.375</u>	\$ 9.00
20oz	plastic bottle soft drink	\$ <u>0.7083</u>	\$ 17.00
20oz	plastic bottle name brand water	\$ <u>0.4166</u>	\$ 10.00
20oz	plastic bottle sports drink	\$ <u>0.7083</u>	\$ 17.00
2.5 gal	Bag-in-a Box syrup	\$ <u>38.55</u>	
3.0 gal	Bag-in-a Box syrup	\$ <u>N/A</u>	
5.0 gal	Bag-in-a Box syrup	\$ <u>73.95</u>	
CO <sub>2</sub>	Deposits	\$ <u>65.00</u>	
CO <sub>2</sub>	Canisters	\$ <u>25.00</u>	
<b><u>TOTAL (per one each unit)</u></b>		\$ <u>205.979</u>	

**3.1.2 VENDING MACHINE FRANCHISE**

**Percent of Gross Receipts**

**20% per City of Fairhope Franchise Agreement (see Exhibit B) Agree AD**

\$0.50 vend rate on cans  
 \$1.25 vend rate Soda + water  
 \$1.50 vend rate powerade



Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>01</u>	<u>11/6/17</u>	<u>03</u>	<u>11/15/17</u>
<u>02</u>	<u>11/7/17</u>	_____	_____

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**If Individual**

_____	_____
(Name of Individual or Partnership)	(Name of Partner Print)
_____	_____
(Print Name of Representative Authorized to sign	(Name of Partner Print) Bids and Contracts for the firm)
_____	
(Signature of Representative Authorized to sign Bids and Contracts for the firm)	
_____	
(Address)	
_____	
(Address)	
Phone Number (    ) _____	Fax Number (    ) _____
Primary e-mail address _____	
Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____	

**If Corporation or LLC**

Company Coca-Cola Bottling Co. United State of Incorporation AL

Company Representative Amy Dean - Territory Sales Manager  
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative Amy Dean - Territory Sales Manager  
(SIGNATURE of Representative Authorized to sign Bids and Contracts for the firm)

Address 5300 Coca-Cola Rd., Mobile, AL 36619

Phone Number (251) 753-1731 Fax Number ( ) \_\_\_\_\_

Primary e-mail address Amydean@cbbc.com

Alabama Contractor's License No. N/A Foreign Corporation Entity ID N/A

**THIS MUST BE NOTARIZED!**

**NOTARY FOR CORPORATION OR INDIVIDUAL**

STATE OF Alabama }  
COUNTY OF Mobile }

I, the undersigned authority in and for said State and County, hereby certify that Amy Dean  
as representative respectively, of Coca-Cola Bottling Co. United  
whose name is signed to the foregoing document and who is 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 17 day of November, 2017.



NOTARY PUBLIC Wm Kemp

MY COMMISSION EXPIRES: 6/16/21

**ADDENDUM NO. 01**

CITY OF FAIRHOPE

**Bid No. 001-18 Beverage Concession 2018**

Following the non-mandatory pre-bid meeting, the bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by Tom Kuhl of the Recreation Department:

**MANDATORY PRE-BID MEETING DATE HAS BEEN CHANGED**

**FROM: 11-8-17 WEDNESDAY 8:00**

**TO: 11-13-17 MONDAY 8:00 A.M**

**BID OPENING DATE HAS BEEN CHANGED**

**FROM 11-20-17 Monday**

**TO 11-23-17 THURSDAY AT 8:00 A.M.**

Bidders are to sign and include signed Addendum No.1 with submitted bid documents.

Acknowledged:

Coca-Cola Bottling Co. United  
Company  
Amy Dean / Amy Dean  
By

Daniel P. Ames  
Purchasing Manager  
City of Fairhope  
Posted: 11-06-2017

**ADDENDUM NO. 02**

CITY OF FAIRHOPE

**Bid No. 001-18 Beverage Concession 2018**

Following the non-mandatory pre-bid meeting, the bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by Tom Kuhl of the Recreation Department:

**BID OPENING DATE HAS BEEN CHANGED**

**(SORRY THERE WAS A CONFLICT WITH THANKSGIVING !)**

**FROM 11-23-17 THURSDAY**

**TO 11-20-17 MONDAY AT 8:00 A.M.**

Bidders are to sign and include signed Addendum No.2 with submitted bid documents.

Acknowledged:

Coca-Cola Bottling Co. United  
Company

Amy Dean / Amy Dean  
By

Daniel P. Ames  
Purchasing Manager  
City of Fairhope  
Posted: 11-07-2017

**ADDENDUM NO. 03**  
CITY OF FAIRHOPE

**Bid No. 001-18 Beverage Concession 2018**

The following questions have been submitted by potential bidders and answers have been provided by the Director of Recreation, Tom Kuhl and the Purchasing Manager..

Following the **mandatory** pre-bid meeting, the bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by Tom Kuhl of the Recreation Department:

**Question #1:** I do not see the amount or types of fountain equipment for each concession. The amount of vending machines and coolers is listed but I do not see the fountain. I would also like the type of fountain equipment such as an Ice combo unit or a counter electric unit.

**Answer #1:** The fountain unit at Quail Creek Golf Course is the only fountain unit at this time. They would prefer the ice combo unit to be utilized.

Bidders are to sign and include signed Addendum No.3 with submitted bid documents.

Acknowledged:

Coca-Cola Bottling Co. United  
Company  
Amy Dean / Amy Dean  
By

Purchasing Manager  
City of Fairhope  
Posted: 11-14 -2017

## EXHIBIT A

### Vending Machine Locations

Vending Machine Locations	Current # of machines	Plastic or Cans	
Recreation Center	two (2)	<u>2</u>	<u>    </u>
City Pool	one (1)	<u>    </u>	<u>1</u>
City Hall	one (1)	<u>    </u>	<u>1</u>
City Services and Public Utilities	two (2)	<u>    </u>	<u>2</u>
James P. Nix Center	one (1)	<u>    </u>	<u>1</u>
Boys & Girls Club	one (1)	<u>    </u>	<u>1</u>
Stimpson Park	one (1)	<u>1</u>	<u>    </u>
Welcome Center	one (1)	<u>    </u>	<u>1</u>
Police Station	one (1)	<u>1</u>	<u>    </u>
Quail Creek Golf Course	two (2)	<u>    </u>	<u>2</u>
Wastewater Treatment Plant	one (1)	<u>    </u>	<u>1</u>
Fairhope Soccer Complex	one (1)	<u>1</u>	<u>    </u>

### Concession Locations

**Fairhope Municipal Park**

Stadium  
High School Field  
Youth Baseball  
Pool

**Founders Park**

Soccer  
Youth Softball  
High School Field

**Barnwell Park**

Youth Football

**Quail Creek Golf Course**

Concession Stand

**Fairhope Soccer Complex**

Concession Stand



**Coca-Cola Bottling Company United, Inc.**  
**FACT SHEET**

Coca-Cola Bottling Company United, Inc. was founded in 1902 and is the third largest, and privately held, bottler of Coca-Cola products – currently with over \$2.5 Billion in annual revenue. We manufacture, warehouse, produce and distribute over 400 Coca-Cola products across seven southern states. The company employs more than 8,500 associates in forty three sales centers and seven production facilities over our designated territory.

**LEGAL NAME:** Coca-Cola Bottling Company United, Inc.

**WEB ADDRESS:** <http://cocacolaunited.com/>

**PHYSICAL ADDRESS:** 4600 East Lake Blvd  
Birmingham, AL 35217  
Phone: 205-841-2653

**FEDERAL TAX ID:** 58-0148710

**D&B D-U-N-S #:** 07-210-8103

**INCORPORATED IN:** Alabama

**SIC CODES:** 5149 – Groceries and Related Products, Not Elsewhere Classified (Distribution)  
2086 – Bottled and Canned Soft Drinks and Carbonated Waters (Manufacturing)

**BILLING ADDRESS:** Coca-Cola Bottling Company United  
Attention: Accounts Payable  
PO Box 2006  
Birmingham, AL 35201  
OR  
Email invoices to: [UnitedAP@ccbcu.com](mailto:UnitedAP@ccbcu.com) (PDF format)  
(PREFERRED and valid only for sites on CONA / SAP software) –  
Alabama facilities: Birmingham Distribution Center, Oxford, Cullman, West Alabama, Montgomery Production & Sales Center, Evergreen, Tuscaloosa, Dothan, Scottsboro  
Florida facilities: Pensacola, Valparaiso, Tallahassee  
Georgia facilities: West Point, Valdosta, Augusta, Brunswick, McRae, Milledgeville, Savannah, Statesboro, Waycross, Atlanta ERC, Athens, College Park Production Facility, Dublin, Jasper, Lawrenceville, Gainesville, Macon, North Metro Atlanta, Marietta Production Facility, Rome, South Metro Atlanta  
Mississippi facilities: Hattiesburg, Gulfport, McComb, Natchez  
Louisiana facilities: Monroe, Shreveport, Alexandria, New Orleans Distribution Center, New Iberia, Baton Rouge Distribution Center, Lafayette, Lake Charles  
Tennessee facilities: Chattanooga Distribution Center  
South Carolina facilities: Spartanburg

**AP CONTACT:** Brian Gambrell  
Accounts Payable Manager  
Phone: 205-238-3339  
Email: [unitedapinquiries@ccbcu.com](mailto:unitedapinquiries@ccbcu.com)

**CORPORATE CONTACTS:** Mike Stovall Director of Procurement  
Phone: 205-849-4650  
[mikestovall@ccbcu.com](mailto:mikestovall@ccbcu.com)

Craig Neely  
Director of Financial Reporting and Treasury Services  
Phone: 205-849-4693  
[craigneely@ccbcu.com](mailto:craigneely@ccbcu.com)

**BUSINESS REFERENCES:**

Fitts and Goodwin 120 Corporate Blvd West Columbia, SC 29169 Phone: 803-796-4660 Contact: Thomas Fitts	Design Group 5 Chenell Drive, Box 3 Concord, NH 03301 Phone: 603-225-0010 Contact: David Wittliff	Lawson Electric Company 409 Spring Street Chattanooga, TN 37405 Phone: 423-267-5471 Contact: Tye Bass	Western Container Corporation 2150 Town Square Pl, Suite 400 Sugar Land, TX 77479 Phone: 281-302-4325 Contact: Mike Cox
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**BANKING REFERENCES:** Regions Bank  
Ashley Ames, Treasury Management Officer  
1900 5<sup>th</sup> Avenue North  
Birmingham, AL 35203  
Phone 205-264-5136

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Coca-Cola Bottling Company United, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>4600 East Lake Blvd.</b>	Requester's name and address (optional) <b>35217</b>	
	6 City, state, and ZIP code <b>Birmingham, AL 35217</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
OR	
<b>Employer identification number</b>	
5 8 - 0 1 4 8 7 1 0	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Matthew Toliver</i>	Date ▶ <i>1/1/2017</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)


- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

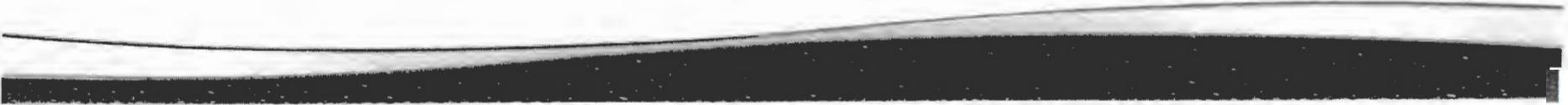
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:


- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Partnership Proposal  
for Beverage Contract  
for Bid NO. 001-18  
With  
**City of Fairhope**








**Coca-Cola offers a variety of  
beverages, equipment and  
custom merchandising  
design to fit your need...**

## Banners





**4th Annual**  
**5K Run/Walk & Health Fair**  
*"A Healthier You"*  
**Sat. March 19 - 8AM**  
**Downtown Tuskegee Square**  
**No Registration Fee**  
Sponsored by  
Delta Sigma Theta Sorority, Inc. Tuskegee Alumnae Chapter



**Garrett**  
**Elementary**  
**Track & Field**  
**2016 YMCA**  
**CHAMPIONS**  
*"We Run It"*



**NOW**  
**OPEN**  
ICE COLD *Coca-Cola* SOLD HERE



**BOYS & GIRLS CLUB**  
**Supply Drive**  
**Friday, March 31st**  
**7:30am - 5:30pm**

**BOTTLED SPARKLING SOFT DRINKS: 20oz (24 per case)**



*Coca-Cola distributes over 300 brands – More brands available upon request.*



## POWERADE



Fruit Punch



Mountain Berry



Lemon Lime



Orange



Grape

## BOTTLED WATERS



12oz



20oz



Strawberry



Lemon



Grape



20oz



750 ml

## Vitamin Water



Energy



Focus



Essential



Revive



XXX



Multi-V



Power  
C

## Equipment to fit your needs



Vending



Fountain



Coolers

Let us help your community by bringing you **mycokerewards** on your vendors around the city!

We bring you **mycokerewards**, the industry's foremost loyalty program



- Earn Free Product
- Earn rewards
- Fund your local school
- Smartphone enabled
- 23 million members and growing

**ITEM IV  
BID BOND**

The PRINCIPAL (Bidder's name and address)

The OWNER (Name and Principal place of Business)

**WAIVED**

City of Fairhope  
P.O. Drawer 429  
Fairhope, Al 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

**Project No** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,  
then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST

\_\_\_\_\_  
Principal (Company)

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

SURETY ATTEST

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

# WAIVED

## ITEM V PERFORMANCE BOND

KNOW ALL MEN: That we \_\_\_\_\_  
(Insert here the name & address of legal title of the CONTRACTOR)  
\_\_\_\_\_ hereinafter called the Principal, and

\_\_\_\_\_  
(Insert here the name and address of legal title of one or more sureties)\_

\_\_\_\_\_ and \_\_\_\_\_

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope. hereinafter called the Owner in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated \_\_\_/\_\_\_/\_\_\_ entered into a contract with the Owner for: **Bid No.001-18, Beverage Concession 2018**, which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, Doing Business As, \_\_\_\_\_  
(Signature of Individual Bidder) (Business Name)

Business Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture



Business Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Officer Authorized to sign Bids  
and Contracts for the Firm)

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
CONTRACTOR'S STATE OF ALABAMA  
FOREIGN VENDOR REGISTRATION  
NUMBER (Required of out-of-state-vendors)

Attest:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name of State under the laws of which incorporated)

\_\_\_\_\_  
(Name of Surety)

BY: \_\_\_\_\_  
(Attorney in Fact)



WAIVED

**ITEM VI  
LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ As Principal, and \_\_\_\_\_ as Surety, are held and  
firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum and truly to be  
made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Hereinafter called the Contract) for **Bid No.001-18, Beverage Concession 2018** which the Contract and the  
Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all SUB-  
CONTRACTORS to whom any portion of the work in said contract is sublet and all assignees of said Principal  
and of such SUB-CONTRACTORS shall promptly make payments to all persons supplying him or them with  
labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment  
or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the  
successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with  
the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or  
representative as the agent of each of them to receive and accept services of process or other pleading issued, or  
filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as  
personal service on the Principal and/or Surety.

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

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

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved  
February 8, 1935, entitled: "An Act to further provide for Bonds and CONTRACTORS on State and other public  
works and suits thereon".

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**INDIVIDUAL**

\_\_\_\_\_, Doing Business As, \_\_\_\_\_  
**(Signature of Individual Bidder)** **(Business Name)**

**Business Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ (Signature of Officer Authorized to sign Bids and Contracts for the Firm) \_\_\_\_\_ (Position or Title)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
STATE OF AL FOREIGN CORP Entity ID  
(Required of out-of-state-vendors)

Attest:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name of State under the laws of which incorporated)

\_\_\_\_\_  
(Name of Surety) BY: \_\_\_\_\_ (Attorney in Fact)

**ITEM VII  
INSURANCE**

**7.0 INSURANCE REQUIREMENTS**

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's general liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Awarded Bidder.

7.1 All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating 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.

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

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

Part One: Statutory Benefits as required by the State of Alabama	
Part Two: Employers Liability	\$100,000 Each Accident \$100,000 Each Employee \$500,000 Policy Limit

7.4 U.S. Longshoreman & Harbor workers Act (USL&H)-  
Required if contract involves work near a navigable Waterway that may be subject to the USL&H law

**7.5 Maritime Endorsement (Jones Act)-**

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

**7.6 Commercial General Liability**

Coverage on an Occurrence form with a combined single limit of (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 Independent Contractors  
Blanket Contractual  
Liability  
Explosion, Collapse and Underground hazards  
Broad Form Property  
Damage  
Railroad Protective Liability Insurance if work involves  
construction, demolition or maintenance operations on or within  
50 feet of a railroad.

- 7.7 Automobile Liability  
Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.
- 7.8 Certificates 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 ten (10) days written notice of cancellation to the City.
- 7.8.1 The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2018

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

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

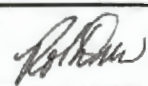
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211      FAX (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B :Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :ACE American Insurance Company	22667	INSURER B :Great American Insurance Company	16691	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Coca-Cola Bottling Company United, Inc. and its Subsidiaries and Divisions P.O. Box 2006 Birmingham, AL 35217															

**COVERAGES**      **CERTIFICATE NUMBER: E3BJ9CSS**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contr-Insd Contract  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G27873169	11/01/2017	11/01/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COM/PROP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Statutory PIP		ISA H25088043	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		TUU227425400	11/01/2017	11/01/2018	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WLR C6462295A	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Additional Insured with respect to the above General Liability and Automobile Liability, but only as respects liability arising out of the Named Insured's operations or premises owned or rented to the Named Insured to the extent required in a contract with the Named Insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Fairhope 555 S. Section Street Fairhope, AL 36532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**ITEM VIII  
SCOPE OF WORK AND SPECIFICATIONS**

**BID NO. 001-18 BEVERAGE CONCESSION 2018**

**8.0 SCOPE**

- 8.0.1 The City of Fairhope, Alabama is seeking bids from qualified firms to provide beverage concession services in accordance with the terms, conditions, and specifications contained in this bid. It is the intent of the City to award a single contract to the lowest responsive and responsible bidder.
- 8.0.2 The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.
- 8.0.3 Minimum specifications MUST be met. Additional features and/or capabilities not included in the specifications may be included in the bid. The City of Fairhope reserves the right to reject any or all bids for any reason.
- 8.0.4 **BID EVALUATION:** Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.
- 8.0.5 The services described herein outline the precise scope of work that is to be performed by the successful bidder at the City of Fairhope for the contractual period of three (3) years. The contract will include, but is not limited to providing non-alcoholic beverage services and may be in both Individual container and fountain dispensed formats, in the following venues:
1. City of Fairhope Recreation Park concessions
  2. Quail Creek Golf Course
  3. Fairhope Soccer Complex
  4. City Functions
  5. Vending machine services on City of Fairhope properties

**8.1 FRANCHISE AGREEMENT**

As part of the Contract, the Awarded Vendor will enter into a Franchise Agreement with the City of Fairhope for the vending machine franchise (see **ITEM X CONTRACT** and **Exhibit B**).

**8.1.1 CITY OF FAIRHOPE RECREATION PARK BEVERAGE CONCESSIONS**

- 8.1.1.1 The City Fairhope owns various properties/facilities at which competitive sporting events are performed by organizations granted the use of said properties/facilities by the City of Fairhope (See Exhibit B for Properties/Facilities List). The Awarded Vendor will supply to those events, all non-alcoholic beverages, including, but not limited to, all soft drinks, juice, water, and isotonic beverages; whether ordered directly by the City of Fairhope, or any of the organizations granted the use of said Properties/Facilities by the City of Fairhope. At the listed properties/facilities, the awarded vendor will also supply all necessary equipment in which to store and dispense the ordered and delivered beverage products, in a dispense-ready state, including proper temperature.
- 8.1.1.2 The Awarded Vendor shall maintain the equipment in a good state of repair at all times, and shall promptly repair and replace broken or damaged equipment, so as not to interfere with event functions. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Awarded Vendor.



## **8.1.2 QUAIL CREEK GOLF COURSE BEVERAGE CONCESSIONS**

8.1.2.1 The City of Fairhope owns and operates the Quail Creek Golf Course in Fairhope, Alabama, including currently operating a food and beverage concession. The Awarded Vendor will supply to that concession all non-alcoholic beverages, including, but not limited to, all soft drinks, juice, water, and isotonic beverages, ordered directly by the City of Fairhope. At the facility's concession areas, the awarded vendor will also supply all necessary equipment in which to store/dispense the ordered and delivered beverage products, in a dispense-ready state including proper temperature. Equipment must meet specifications agreed upon by the City.

8.1.2.2 The Awarded Vendor shall maintain the equipment in a good state of repair at all times, and shall promptly repair and replace broken or damaged equipment, so as not to interfere with event functions. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Awarded Vendor.

## **8.1.3 FAIRHOPE SOCCER COMPLEX CONCESSIONS**

8.1.3.1 The City of Fairhope owns and operates the Fairhope Soccer Complex in Fairhope, Alabama, including currently operating a food and beverage concession. The Awarded Vendor will supply to that concession all non-alcoholic beverages, including, but not limited to, all soft drinks, juice, water, and isotonic beverages, ordered directly by the City of Fairhope. At the facility's concession areas, the awarded vendor will also supply all necessary equipment in which to store/dispense the ordered and delivered beverage products, in a dispense-ready state including proper temperature. The Equipment must meet specifications agreed upon by the City.

8.1.3.2 The Awarded Vendor shall maintain the equipment in a good state of repair at all times, and shall promptly repair and replace broken or damaged equipment, so as not to interfere with event functions. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Awarded Vendor

## **8.1.4 CITY FUNCTIONS**

For use at various City functions, The City of Fairhope procures non-alcoholic beverages, including, but not limited to, soft drinks, juice, water, and isotonic beverages. The Awarded Vendor will supply such products as ordered directly by the City, at the contract price, for the duration of the contract.

## **8.1.5 VENDING MACHINE SERVICES ON CITY OF FAIRHOPE PROPERTIES**

The City of Fairhope owns a variety of buildings and facilities at which will be placed non-alcoholic beverage vending machines (See Exhibit A for list of locations). The Awarded Vendor will supply non-alcoholic beverage vending machines at those identified locations. Equipment must meet specifications agreed upon by the City. Additional locations may be determined by the CITY during the course of the contract.

## **8.2 EQUIPMENT**

The Awarded Vendor agrees to supply and maintain, at no cost, all the mutually agreed upon equipment necessary to dispense and vend the products stated within the proposal at various locations throughout the City, and will consist of providing, at minimum, the following items:

- 8.2.1. Banners for registration and special events;
- 8.2.2. Soft drink fountains;
- 8.2.3. Menu boards;
- 8.2.4. Coolers – ten (10) minimum;
- 8.2.5. Full service vending machines for all City facilities; and
- 8.2.6. A guarantee of services on all equipment, with a service technician on call on all days on which events are occurring, to respond to problems within 24 hours.

### **8.3 FUTURE EQUIPMENT**

The successful proposer agrees to supply, at no cost, any future equipment needed for any new or expanding facility. This would include soring and dispensing equipment.

### **8.4 REMOVAL AND INSTALLATION**

At the termination of contract, the existing vendor shall have thirty (30) days from the proposal award to remove all existing equipment for all locations throughout City facilities. The newly Awarded Vendor shall within the same 30days from the proposal award, supply and install all new equipment on site as requested. The awarded vendor transition shall be conducted in a manner not to interfere with any CITY function.

### **8.5 ADVERTISING**

During the entire term of this proposal, any renewal, or extension thereof, no beverage other than those supplied by the awarded proposer shall be permanently advertised at all City of Fairhope Facilities. The City must approve all advertising.

### **8.6 TERMS**

The term of this proposal shall be for **three (3) years**.

### **8.7 AWARDED VENDOR'S ADDITIONAL RESPONSIBILITIES**

8.7.1 The Awarded Vendor, its representatives, and employees shall adhere to all State, County, and City laws and regulations relating to the laws currently in force and those adopted and amended hereafter.

8.7.2 Awarded Vendor hereby waives all claims for damages to or loss of any property belonging to Awarded Vendor that may be in or about the premises.

8.7.3 The Awarded Vendor will be responsible for all damage to City property caused by the Awarded Vendor, its employees, or its agents. Any such damage shall be promptly corrected at the expense of the Awarded Vendor.

8.7.4 The Awarded Vendor hereby agrees to indemnify, defend, and hold harmless the City and its respective agents, officials, employees, and representatives from any and all claims of liability for damages by or in connection with any activities conducted pursuant to this Agreement. The City assumes no responsibility whatsoever for any property located on the premises that does not belong to the City and the City is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by any reason under this Agreement.

### **8.8 GENERAL TERMS**

8.8.1 After reasonable notice to the Contractor, the City of Fairhope may review any of the Contractors' internal records, reports or insurance policies applicable to the contract, during the term of this contract.

8.8.2 The Contractor will provide the required services, and will not subcontract or assign the services without written approval by the City of Fairhope.

8.8.3 Both the Contractor and the City of Fairhope agree that the Contractor is neither an employee nor an agent of the City of Fairhope for any purpose

8.8.4 Contractor not interfere with the free distribution of food or drinks or any items of any nature whatsoever, where the City has authorized such distribution. Free samples, of a size and type to be approved by the City, may be given away by, or on behalf of, or with permission of any person or organization, which has properly engaged the facilities at the discretion of the City.

8.8.5 All equipment provided by the Concessionaire will remain the property of the Concessionaire and any maintenance required thereon shall be at the sole expense of the Concessionaire. The City shall incur no obligation for repairs to equipment provided by the Concessionaire.

- 8.8.6 Concessionaire shall require all employees to be attired in a standard uniform of the Concessionaire's choice. Said uniform shall be neat and appropriate for the type of operation and shall be approved by the City.
- 8.8.7 Discounts, if any, will be figured from the date of acceptance by the City regardless of the date of delivery or invoice.
- 8.8.8 All bids which do not contain a firm, stated price for the materials required will be considered informal. Any bid containing an "escalator clause" will not be considered.
- 8.8.9 Awarded Vendor agrees to supply the following:
  - 8.8.9.1 Vending machines and miscellaneous support equipment for all designated facilities
  - 8.8.9.2 Beverage merchandising coolers for bottled and canned beverages
  - 8.8.9.3 Special assistance during major events, e.g. tournaments and festivals
  - 8.8.9.4 Emergency repair service for all equipment within 24 hours after call

**8.9 SPECIFICATIONS:**

**8.9.1 Product**

- 7.5 oz can soft drink
- 12 oz can soft drink
- 12 oz plastic bottle soft drink
- 12 oz plastic bottle name brand water
- 20 oz plastic bottle soft drink
- 20 oz plastic bottle name brand water
- 20 oz plastic bottle sports drink
  
- 2.5 gal Bag-in-a Box syrup
- 3.0 gal Bag-in-a Box syrup
- 5.0 gal Bag-in-a Box syrup
- CO<sub>2</sub> Deposits
- CO<sub>2</sub> Canisters

**8.9.2 Vending Machine Locations**

1. Recreation Center
2. City Pool
3. City Hall
4. City Services and Public Utilities
5. James P. Nix Center
6. Boys & Girls Club
7. Stimpson Park
8. Welcome Center
9. Police Station
10. Quail Creek Golf Course
11. Wastewater Treatment
12. Fairhope Soccer Complex

**8.9.3 Concession Locations**

1. Fairhope Municipal Park including: Stadium, High School Baseball, Youth Baseball, and Pool
2. Founders Park including: Youth Softball, Youth Soccer, and High School Softball.
3. Barnwell Park including Youth Football and Adult Softball.
5. Quail Creek Golf Course
6. Fairhope Soccer Complex

Future park locations as approved by CITY.



**ITEM IX  
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 Winning bidder. 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.

**2. ACCEPTANCE OF WORK**

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

**3. ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website [www.coffairhope.com](http://www.coffairhope.com). It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

**4. ADDITIONAL ORDERS**

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**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.

**7. ASSURANCE OF NON-CONVICTION OF BRIBERY**

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**8. AWARD CONSIDERATION**

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**9. AWARD OR REJECTION OF BIDS**

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

**10. BACK ORDERS**

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

**11. BID AND PERFORMANCE SECURITY**

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

**12. BRAND NAMES**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands.

Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

**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.

**15. CERTIFICATION PURSUANT TO ACT NO. 2006-557**

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

**Office of the Secretary of State**

P.O. Box 5616  
Montgomery, AL 36103  
(334) 242-5324  
Fax: (334) 240-3138  
<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at  
<http://www.sos.state.al.us/downloads/dl1.cfm>.

**16. COST OF REMEDYING DEFECTS**

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

**17. DELIVERY OF BID**

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

**18. DELIVERY**

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

**19. ENVIRONMENTAL REQUIREMENTS**

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

**20. EQUIPMENT DEMONSTRATION**

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

**21. EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with



returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

## **22. ERRORS IN BID**

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

## **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.

## **24. HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

## **25. INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

## **26. INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

## **27. INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the Awarded Vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the Awarded Vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the Awarded Vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

## **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.

## **29. INVITATION TO BID**

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

## **30. INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved



to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

**31. LABELING**

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

**32. LOSS OR DAMAGE IN TRANSIT**

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

**33. MANDATORY SITE VISIT**

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

**34. MONITORING OF SERVICES**

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

**35. NON-CONFORMING MERCHANDISE**

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

**36. NON-DISCRIMINATION**

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.

**39. PACKAGING**

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

**40. PATENTS**

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

**41. PAYMENT**

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Box 429  
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

**42. PAYMENT WITHHELD**

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

**43. PRODUCT TESTING**

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award

#### **44. PERMITS LICENSES AND CERTIFICATES**

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

#### **45. PREPARATION OF BID**

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations / bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

#### **46. QUESTIONS / CONTACT**

. Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

#### **47. RECEIPT BY CITY OF FAIRHOPE**

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

#### **48. REJECTION OF BIDS**

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

#### **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.

#### **51. SAMPLES**

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

#### **52. SAFETY MEASURES**

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

#### **53. SET-UP AND INSTALLATION**

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

#### **54. SPILL CLEAN UP**

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs

#### **55. SUBSTITUTIONS**

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

#### **56. TABULATION**

Bid results are posted on The City of Fairhope's web site: [www.cofairhope.com](http://www.cofairhope.com). The awarded vendor will be sent a written notification via mail.

#### **57. TAXES**

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law - Code of Alabama 1975.



**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.

**61. TIME IS OF THE ESSENCE**

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

**62. TITLE**

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope

approved delivery location.

**63. VENDOR LIST**

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**64. WARRANTY**

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

**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.

**ITEM X**  
**CONTRACT (sample)**

THIS CONTRACT, entered into this 8<sup>th</sup> day of JANUARY, 2018 by the City of Fairhope of Baldwin County, Alabama, hereinafter called the "OWNER", and COCA-COLA BOTTLING CO. UNITED, a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "CONTRACTOR", on

**Bid Number 001-18, BID FOR BEVERAGE CONCESSIONS 2018**

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The Contract consists of all of the items contained within this contract the associated bid package, Standard Terms and Conditions, addenda, amendment, drawings, charts and appendices, if any.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. **As part of the Contract, the Awarded Vendor will enter into a Franchise Agreement with the City of Fairhope for the vending machine franchise (see ITEM X CONTRACT and Exhibit B, City of Fairhope Franchise Agreement).**

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

1. **DURATION:**

The term of the Agreement shall be for a period of **THREE (3)** years from the signing date of Contract. Therefore, the Contract will begin on **12/30/2017**, and terminate on **12/29/2020 at midnight**.

2. **ORDERING**

:

- 2.1. The City of Fairhope will order the initiation of WORK by issuing a Notice to Proceed to the Awarded Bidder.
- 2.2. The **mobilization period** for Quail Creek Golf Club Concession will be from the date of Contract execution to 1/5/2018. For all other locations, from the date of Contract execution to 1/12/18
- 2.3. Other work outside the scope and specifications will be ordered by Purchase Orders specific to the events.

3. **PAYMENT:**

3.1. **Compensation:**

Payment shall be based upon the rates set forth in the Awarded Bidder's "Bid Response" form.

3.2 **Invoices:**

- 3.2.1 **Invoices for Routine Services**--For routine services, the CONTRACTOR will submit to the Owner, monthly invoices. **Bid No. 001-18, BID FOR BEVERAGE CONCESSIONS 2018** must be referenced on all communications including signed delivery / service tickets and invoices.
- 3.2.2 **Invoices for Non-Routine work**--For other work outside the scope of routine, Contractor is to invoice Owner upon completion of work specified. Submittal will include signed delivery / service tickets and invoices.

**Send Invoices to: City of Fairhope**  
**Attn: Accounts Payable**  
**P.O. Drawer 429**  
**Fairhope, AL 36533**  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

**3.3** Payment of Invoice--All invoices received by the OWNER are payable within Thirty (30) days from date of receipt by the Owner, provided they are approved by the Owner.

**4.0 PAYMENT WITHHELD:**

The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:

4.1 Negligence on the part of the CONTRACTOR to execute the work properly or fail to perform any provision of this Agreement.

4.2 The Owner, after three (3) days written notice to the CONTRACTOR, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.

4.3 Claims filed or reasonable evidence indicating probable filing of claims.

4.4. Failure of the CONTRACTOR to make payments properly to Subcontractors for material or labor.

4.5. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

4.6 Damage to City of Fairhope facilities, or another CONTRACTOR or another CONTRACTOR's work.

4.7 When the above grounds are removed, payment shall be made for the amount withheld because of them. The CONTRACTOR waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

**5. GENERAL CONDITIONS:**

5.1 **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, Subcontractors, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this Contract, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.

5.2 **Notification and Accident Reports:** In the event of accidents of any kind, the CONTRACTOR shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the CONTRACTOR fails to immediately report an accident to the Owner, of which the CONTRACTOR has knowledge of and which results in a fine levied against the Owner then the CONTRACTOR shall be responsible for all fines levied against the Owner.

**6. WARRANTY:**

The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work, the CONTRACTOR shall at the Owner's option, either re- perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work

provided by other CONTRACTORS. All equipment and materials provided by the CONTRACTOR shall be merchantable and for the purpose intended.

7. **TIME OF COMPLETION:**

The Owner and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or CONTRACTOR's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or CONTRACTOR's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or CONTRACTOR's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Owner may, at their discretion, cancel this CONTRACT for their own convenience.**

8. **INSURANCE REQUIREMENTS**

See **Item VII Insurance Requirements.**

9. **RIGHT TO AUDIT**

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the Owner at all reasonable times, for inspections and audit by the Owner, during the entire term of the Contract, and for a period of Three (3) years after the expiration of this Contract.

10. **INTERMITTENT PROBLEMS**

Intermittent problems are to be considered a single call-back until the problem is fixed.

11. **TIME IS OF THE ESSENCE**

The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this Contract. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

12. **SAFETY MEASURES:**

The CONTRACTOR shall take all necessary precautions for the safety of the Owner's and CONTRACTOR'S employees, and the general public at the Work sites, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. Where necessary, the CONTRACTOR shall post signs warning against hazards in and around the Work site.

13. **EXTRA WORK AND ASSOCIATED COSTS:**

**Changes in the Work:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.



14. **FAMILIARITY WITH THE WORK:**

The CONTRACTOR, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

15. **MISCELLANEOUS PROVISIONS:**

- 15.1 The CONTRACTOR shall not employ subcontractors without the express written permission of the Owner or its agents, servants, employees and subcontractors.
- 15.2 The CONTRACTOR shall not assign the Agreement or sublet it as a whole without the express written permission of the Owner. The CONTRACTOR shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the CONTRACTOR.
- 15.3 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.
- 15.4 The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Agreement.
- 15.5 The CONTRACTOR shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the CONTRACTOR fails to clean up the Work site, the Owner will complete the task and charge the CONTRACTOR for such services. News releases, publicity releases, or advertisements relating to this Contract or the tasks or projects associated with the project shall not be made without prior City approval.
- 15.6 This Agreement is considered a non-exclusive Agreement between the parties.
- 15.7 This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- 15.8 Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- 15.9 This Agreement, contains all terms and conditions agreed upon by the Owner and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 15.10 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.

*Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:*

By signing this Contract, Coca-Cola Bottling Company UNITED represents and agrees  
COMPANY NAME  
that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

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

The City of Fairhope

BY:

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC, City Clerk

**NOTARY FOR THE CITY:**

**STATE OF ALABAMA ]  
COUNTY OF BALDWIN ]**

I, Rosanna Gayle Fogarty, a Notary Public in and for said State and County, hereby certify that Karin 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 8<sup>th</sup> day of January, 2018

Notary Rosanna Gayle Fogarty

My commission expires 04/11/2020

**Individual or Partnership**

\_\_\_\_\_  
(Individual or Partnership)

\_\_\_\_\_  
(Print Name of Partner)

\_\_\_\_\_  
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

\_\_\_\_\_  
(Print Name of Partner)

\_\_\_\_\_  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

\_\_\_\_\_  
Primary e-mail address

Alabama CONTRACTOR's License No. (if required) \_\_\_\_\_ Foreign Corporation Entity ID \_\_\_\_\_

If Corporation or LLC

Company Coca-Cola Bottling Company UNITED State of Incorporation AL

Company Representative Jared Elmore Sales Manager  
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

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

Address 7330 North Davis Hwy Pensacola FL 32504

Phone Number (850) 501 8858 Fax Number( ) \_\_\_\_\_

Primary e-mail address jaredelmore@ccbcu.com

Alabama CONTRACTOR's License No. (If Required) \_\_\_\_\_ Foreign Corporation Entity ID \_\_\_\_\_

Notary for Individual or Corporation

STATE OF Florida  
COUNTY OF Escambia

I, the undersigned authority in and for said State and County, hereby certify that Jared Elmore  
As Manager respectively, of Coca-Cola Bottling Company UNITED  
title company name

whose name is signed to the foregoing document and who is 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 2<sup>nd</sup> day of January, ~~2017~~ <sup>2018</sup>

Notary Public [Signature]

My commission expires 7/11/2021



Cindy Williams  
State of Florida  
My Commission Expires 07/11/2021  
Commission No. GG 112230

**ITEM XI**  
**Alabama Immigration Act Contract Requirements**

**11.1 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.

**11.2 Definitions**

- 11.2.1 **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.
- 11.2.2 **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:
- 11.2.2.1 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.
- 11.2.2.2 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, and any business entity that is operating unlawfully without a business license.
- 11.2.3 **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, sub- CONTRACTOR, independent CONTRACTOR, contract employee, project manager, or a recruiting or staffing entity.
- 11.2.4 **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.
- 11.2.5 **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.
- 11.2.6 **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.
- 11.2.7 **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.
- 11.2.8 **SUBCONTRACTOR:** A person, business entity, or employer who is awarded a portion of an existing contract by a CONTRACTOR, regardless of its tier.



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

**11.3 Mandatory Clause**

11.3.1 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."***

11.3.2 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.

**11.4 Contracts Involving Business Entity, or Employer**

11.4.1 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.

11.4.2 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.

**11.5 Contracts Involving Subcontracting**

Any sub-contractor 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 sub-contractor 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 sub-contractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the sub-contractor.

**11.6 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.





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**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Coca Cola Bottling Co. Consolidated** (Employer), and **Employment Practices Counsel, Inc.** (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses,

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and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice,

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which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only

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accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
  6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again



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- operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
  8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
  9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been



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issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable

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notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
  - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
  - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
  - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that

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they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to



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determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

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5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10



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days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo

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non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## ARTICLE IV

### SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

## ARTICLE V

### PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

Company ID Number: 438515  
Client Company ID Number: 482421

- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

**Coca Cola Bottling Co. Consolidated** (Employer) hereby designates and appoints **Employment Practices Counsel, Inc.** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Coca Cola Bottling Co. Consolidated** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number: 438515  
Client Company ID Number: 482421

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

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer Coca Cola Bottling Co. Consolidated**

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

**E-Verify Employer Agent Employment Practices Counsel, Inc.**

<b>Stephanie Kinder</b> _____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	01/03/2012 _____ Date

**Department of Homeland Security – Verification Division**

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

**Information Required  
For the E-Verify E-Verify Employer Agent Program**

**Information relating to your Company:**



**Company ID Number: 438515**  
**Client Company ID Number: 482421**

**Company Name:** Coca Cola Bottling Co. Consolidated

**Company Facility Address:** 4100 Coca-Cola Plaza

Charlotte, NC 28211

**County or Parish:** MECKLENBURG

**Employer Identification**  
**Number:** 561854000

**North American Industry**  
**Classification Systems**  
**Code:** 312

**Administrator:** \_\_\_\_\_

**Number of Employees:** 5,000 to 9,999



**COMPANY INFORMATION**

This Section must be printed, completed and turned in with your bid response

**Bid 001-18 Beverage Concession 2018**

**Business Organization**

Name of Bidder (exactly as it appears on W-9): Coca-Cola Bottling Company United, Inc.

Doing-Business-As Name of Bidder: Coca-Cola Bottling Co United

Principal Office Address: 4600 East Lake Blvd.  
Birmingham, AL 35217

Telephone Number: 205-841-2653 Fax \_\_\_\_\_

Number: \_\_\_\_\_

Email address: Amydean@ccbcu.com ; UnitedAP@ccbcu.com (Invoices)

Website: http://Cocacolaunited.com/

**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: 1/1/1955

Location of incorporation: Alabama

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 \_\_\_\_\_

Contact Amy Dean Email Amydean@ccbcu.com

Phone 251-753-1731

State License IJJA

**END OF BIDDER INFORMATION SECTION**

## EXHIBIT A

### Vending Machine Locations

Vending Machine Locations	Current # of machines	Plastic or Cans	
Recreation Center	two (2)	<u>2</u>	<u>    </u>
City Pool	one (1)	<u>    </u>	<u>1</u>
City Hall	one (1)	<u>    </u>	<u>1</u>
City Services and Public Utilities	two (2)	<u>    </u>	<u>2</u>
James P. Nix Center	one (1)	<u>    </u>	<u>1</u>
Boys & Girls Club	one (1)	<u>    </u>	<u>1</u>
Stimpson Park	one (1)	<u>1</u>	<u>    </u>
Welcome Center	one (1)	<u>    </u>	<u>1</u>
Police Station	one (1)	<u>1</u>	<u>    </u>
Quail Creek Golf Course	two (2)	<u>    </u>	<u>2</u>
Wastewater Treatment Plant	one (1)	<u>    </u>	<u>1</u>
Fairhope Soccer Complex	one (1)	<u>1</u>	<u>    </u>

### Concession Locations

#### Fairhope Municipal Park

Stadium  
High School Field  
Youth Baseball  
Pool

#### Founders Park

Soccer  
Youth Softball  
High School Field

#### Barnwell Park

Youth Football

#### Quail Creek Golf Course

Concession Stand

#### Fairhope Soccer Complex

Concession Stand

**EXHIBIT B**

**FRANCHISE AGREEMENT**

(Amended 10-23-17)

**EXHIBIT B**

**FRANCHISE AGREEMENT**

(Amended 10-23-17)

## FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and Coca-Cola Bottling Co. Limited ("Grantee").

### RECITALS

Grantee is a sole proprietor with a principal place of business at \_\_\_\_\_, Fairhope, AL 36532. Grantee is engaged in the business of Beverage Vending to the public. Grantee proposes to install and operate beverage vending machines at the selected city locations. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the agreed upon vending locations.

In consideration of the mutual covenants, promises and conditions set forth herein the parties agree as follows:

### SECTION 1

#### **Section 1.1 DEFINITIONS**

Unless otherwise specially provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Ordinance and Franchise Agreement:

- (1) **MAYOR:** Shall mean the Mayor of the City of Fairhope
- (2) **COUNCIL:** Shall mean the City Council of Fairhope, the governing body of City of Fairhope, Alabama.
- (3) **CITY:** Shall mean City of Fairhope, Alabama, which is governed by the Fairhope City Council.
- (4) **FRANCHISE:** Shall mean the franchise granted under the provisions of the *Ala. Code §11-40-1, et seq.*, which authorizes municipalities to contract and to be contracted with. A "franchise" as used in this agreement is a special privilege not belonging to the citizens by common right but conferred by a municipality upon an individual or corporation.
- (5) **GRANTEE:** Shall mean CCBCU to whom a franchise has been granted by the City or anyone who succeeds CCBCU in accordance with the provisions of the franchise.
- (6) **GROSS REVENUES:** Shall mean all revenues received by the Grantee from or in connection with the operation of the franchise to provide services in the City of Fairhope pursuant to this franchise agreement.
- (7) **PERSON:** Shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.



(8) **SERVICE AREA:** Shall mean the geographical area within City of Fairhope and specifically defined as follows: city vending machine locations

### **Section 1.2 REQUIREMENTS FOR FRANCHISE**

(a) No person shall engage in the construction, operation, or maintenance of a private business on public property in the City unless such person or the person for whom such action is being taken shall hold a valid franchise granted by the City.

(b) Any franchise granted by the City pursuant to these rules and regulations shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar nonexclusive franchises to other persons.

(c) In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's Public Rights-of-way or public property for the purpose of operating a private business on public property in any part of the City, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

(d) No franchise shall be granted by the City in the Central Business District located in downtown Fairhope *<Exception>*

(e) No franchise shall be granted by the City to any food vendor who does not show proof of ServSafe certification.

(f) No franchise shall be granted by the City to any vendor requiring a running water supply for personal sanitary purposes and/or for cleaning equipment used in the preparation of his/her product unless water supply is provided and metered by the City.

(g) Food franchises shall meet all Alabama Health Department regulations and show proof thereof.

(h) No franchise shall be granted by the City to any vendor who has electrical requirements without securing metered power from the City or, if applicable, having a generator to supply the power required; generator shall meet City of Fairhope noise ordinances.

### **Section 1.3 TERM OF FRANCHISE, RENEWAL**

(a) The duration of this franchise agreement granted pursuant to this Ordinance shall be for one year and shall be renewed automatically each year for three years unless notice of termination is given in writing to the other party at least 60 days prior to the expiration of the then current term. This Agreement shall commence 10 days after approved by the City Council.

#### **Section 1.4 ENFORCEMENT OF FRANCHISE**

(a) A Grantee shall not be excused from complying with any of the terms or conditions of the franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

(b) Whenever the City shall set forth any time for any action to be performed by or on behalf of Grantee, said time shall be deemed of the essence and any failure of Grantee to perform with in the time allotted shall be sufficient grounds for the City to revoke the franchise.

(c) A Grantee agrees by filing an application for a franchise that they will not assert, at any time, in any claim or proceeding that any condition or term of the franchise is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

#### **Section 1.5 CONFLICT WITH LAWS**

(a) Whenever any law of the State of Alabama or of the United States, or of any agency of either, shall be in direct conflict with and supersede any provision of these rules and regulations, then for so long as such state or federal law or regulation shall be in force and effect, any affected provisions of this franchise granted hereunder shall be suspended and be of no force and effect and the Grantee shall not be required to comply with such provision; however, the validity of the remaining portions or provisions shall not be affected thereby. In the event this franchise imposes burdens different than those imposed by any other law, but within the power of the City to impose said burdens, the more restrictive provision shall apply.

(b) If any section, sentence, clause or phrase of these rules and regulations or of any franchise granted hereunder is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portion of these rules and regulations or a of any franchise granted hereunder.

### **SECTION 2**

#### **Section 2.1 PROCEDURE FOR GRANTING FRANCHISE**

(a) Any person desiring a franchise shall apply to the City for such a grant. The application for a franchise shall be in writing, in the form approved by and containing such information as required by the City and must be accompanied by a nonrefundable application fee of ~~\$150.00~~ by cashier's check, certified check or money order payable to City of Fairhope. This is a separate fee from the Franchise fee.

(b) Upon receipt of said franchise application, the City shall provide notice of said application and conduct a public hearing to determine if the grant of the franchise would be in the best interest of the citizens of City of Fairhope.

(c) The application shall contain a statement under oath that the applicant will comply with all legal, financial and technical provisions of these rules and regulations and any other municipal, state or federal regulatory agencies.

(d) The application shall define the proposed service area of the applicant with specific time standards for the establishment of service to suit the service area.

### **SECTION 3**

#### **Section 3.1 CONSTRUCTION AND INSTALLATION**

(a) After receipt of an initial franchise, a Grantee shall proceed with due diligence to install and begin operation of the franchise.

(b) Failure on the part of the Grantee to commence and diligently pursue beverage vending or failure to commence operation after 90 days from the commencement of this agreement shall be grounds for termination of the franchise. The City may extend the time for the commencement and completion of beverage vending for additional periods in the event the Grantee, acting in good faith, experiences delays by reasons of circumstances beyond her control.

(d) The vending machines shall be constructed and operated in accordance with all adopted City, state and national construction and electrical codes.

#### **Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY**

(a) Grantee shall not install or begin operation of the franchise business until the installation has been approved by the Mayor or his designee.

#### **Section 3.3 OPERATION AND MAINTENANCE**

(a) The Grantee shall install and maintain beverage vending in a prudent and reasonable manner.

(b) Failures or malfunctions of the beverage vending shall be corrected by the Grantee promptly after notice of such failure or malfunction except or unless such failure or malfunction shall have been caused by storm, fire, lightning, explosion, civil unrest or other similar catastrophe.

(c) The City shall, if it deems it necessary, have the right and privilege to inspect the installation, operation and maintenance of the beverage vending by the Grantee in order to satisfy itself as to the proper performance of the terms of this franchise agreement.

#### **SECTION 4**

##### **Section 4.1 FRANCHISE FEE**

(a) There shall be a franchise fee of twenty (20) percent of Gross Revenues; and the fee for the business license which is an annual license issued by the municipality for the privilege of doing any kind of business, trade, profession or other activity in the municipality, by whatever name called.

(b) Grantee shall pay quarterly to the City during the life of the franchise a sum equal to twenty (20) percent of its gross revenues. Grantee shall file with the City on such form as prescribed by the City within sixty (60) days after the end of each quarterly a report, under oath at the risk of perjury, of the gross revenues for the preceding quarterly period, and shall, at the same time, pay to the City a sum equal to twenty (20) percent of the gross revenues for the said quarterly period.

##### **Section 4.2 INDEMNIFICATIONS**

(a) Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all claims, demands, suits, actions, liability and judgments for damage arising out of the construction, operation and maintenance of the beverage vending franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the beverage vending, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.

(b) Within thirty (30) days after the granting of the franchise and at all times during the term of the franchise, Grantee shall obtain, pay all premiums for, and file with the City executed duplicate copies and receipts evidencing the payment of premiums for the following:

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of see COI for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or



the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by City caused with a minimum liability of See COT for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

(c) All of the foregoing insurance certificates shall be in form satisfactory to the City and shall be issued and maintained by companies authorized to do business in the State of Alabama and acceptable to the City and they shall require thirty (30) days written notice of any cancellation or reduction in coverage to both the City and Grantee herein, and a copy of said certificates shall be filed with the City.

#### **Section 4.3 BOOKS/RECORDS OF GRANTEE**

(a) All books and records of a Grantee concerning its operations within the City necessary for the enforcement of the provisions of this franchise, shall be made available for inspection and audit upon demand by the City within thirty (30) days after any request for such inspection or audit has been made.

#### **Section 4.4 GRANTEE ACKNOWLEDGEMENT**

(a) Grantee is an independent contractor. No agency or employment relationship is created by this Franchise Agreement.

### **SECTION 5**

#### **Section 5.1 SALE OR LEASE OF FRANCHISE**

(a) No transfer or control of the beverage vending, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, shall occur or be considered valid without first giving prior notice and receiving the approval of the City. The notice shall include full identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have one 60 days from the date the notice is received by the City within which to approve or disapprove, by resolution, the proposed transfer of control. The City will not unreasonably withhold its approval.

(b) Approval of such transfer shall be expressly conditioned upon full compliance with the material terms of the franchise agreement and this Ordinance. The transferee shall agree in writing to comply with all provisions of this Ordinance and the franchise agreement.

#### **Section 5.2 REVOCATION OF FRANCHISE**

(1) Subject to the provisions of this section, the City reserves the right to revoke, at any time, any franchise granted hereunder and rescind all rights and privileges associated therewith in the event that:



(a) Grantee has not substantially complied with a material provision of this Ordinance, the franchise agreement, or of any supplemental written agreement entered into by and between the City and the Grantee; or

(b) Grantee has made a material false statement in the application for the franchise, knowing it to be false, or Grantee commits a fraud in its conduct or relations under the franchise with the City; or

(c) Grantee becomes insolvent, enters into receivership or liquidation, files for bankruptcy or assignment for benefits of creditors, or is unable to pay its debts as they mature, unless the Grantee is in due process of contesting such debts; or

(d) Grantee fails to substantially comply with a material provision of any federal or state statute, or of any material rules or regulations that govern telecommunications; or

(e) Grantee exhibits a pattern of failing to comply with service standards as adopted herein or in the franchise agreement; or

(f) Grantee fails to comply with any federal or state judgment arising directly from the exercise of Grantee's rights under its franchise; or

(g) Grantee fails to provide or maintain in full force and effect the bond and insurance policies required by this Ordinance and franchise agreement; or

(h) Grantee assigns, sells or transfers its title or interest in its franchise without the consent of the City.

(2) In the event that the City shall make a preliminary decision to revoke a franchise granted hereunder, it shall give the Grantee a minimum of thirty days written notice of its intention to terminate and stipulate cause. A public hearing shall be scheduled for the end of said 30-day period. If during said period, the cause shall be cured to the satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not cured to the satisfaction of the City, before a franchise may be terminated, the Grantee must be provided with an opportunity to be heard before the City in a public hearing in accordance with due process procedures. After the public hearing, if the City, by majority vote, determines that the franchise should be terminated, it shall issue a written decision containing its findings of fact and stating the specific grounds for termination. The decision to terminate a franchise shall be subject to judicial review as provided by law.

(3) A Grantee shall not be declared in default or be subject to any sanction under any provision of this Ordinance and franchise agreement in any case where the City determines that the action justifying such sanction is without the Grantee's knowledge or authorization or outside its control.

### **Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL**

In the event the City determines that a franchise should not be renewed at its expiration or that a franchise should be revoked for cause as permitted hereunder, the Grantee shall be allowed three months from the date of such determination, or such longer period as the City may permit, to negotiate the sale of its beverage vending within the City to another provider at a price acceptable to the Grantee, provided that such sale shall be approved by the City pursuant to Section 5 herein. In the event a sale to a provider acceptable to the City is not then negotiated within the time allowed, then an independent expert shall be appointed to

determine the fair market value of the Grantee's beverage vending. The appointment of said expert shall be by mutual agreement between the City and the Grantee; provided, however, that if the City and the Grantee are unable to reach an agreement within 30 days of the written decision of termination, then the matter of appointing an expert shall be submitted, within ten (10) days immediately following expiration of the former 30 days, to the American Arbitration Association [unless the City and the Grantee mutually agree upon some other arbitrator(s)], and the expert designated by the American Arbitration Association or such other arbitrators shall be appointed. The cost of employing the arbitrator or arbitrators and the cost of arbitration, if required, shall be borne equally by the Grantee and the City. Upon determination of the fair market value of the Grantee's beverage vending by the appointed independent expert, the Grantee shall be required to sell its beverage vending to any entity which offers said fair market value and which has obtained the approval of the City to purchase said beverage vending.

**Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY**

(a) If the use of any part of Grantee's beverage vending is discontinued for any reason for a continuous period of twelve (12) months, or if such beverage vending does not comply with the requirements of these rules and regulations, or if Grantee's franchise is terminated or revoked the City may in its discretion require that said \_\_\_\_\_ be sold to a franchise designated by the City at a purchase price equal to the \_\_\_\_\_ fair market value as determined in subsection (b) hereof.

*Our equipment cannot be resold and belongs to CCB at all times.*

(b) Any dispute between the City and the Grantee over determination of the system's fair market value shall be determined in accordance with Section 5.3 above.

**Section 5.5 MISCELLANEOUS PROVISIONS**

(a) This agreement constitutes the entire agreement of the parties and supersedes any and all agreements, understandings, statements or representations either oral or in writing. This agreement can be amended only by a written document signed by the parties.

(b) This agreement shall be enforced and interpreted pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have hereunto set their respective signatures and seals on the 12 day of July, 2018.

THE CITY OF FAIRHOPE, ALABAMA

By: [Signature]  
Karin Wilson, Mayor

Attest: [Signature]  
Lisa A. Hanks, MMC  
City Clerk

By: [Signature]  
Amy Dean, Grantee





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2018

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

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

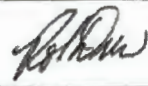
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Coca-Cola Bottling Company United, Inc. and its Subsidiaries and Divisions P.O. Box 2006 Birmingham, AL 35217	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A :ACE American Insurance Company		22667
	INSURER B :Great American Insurance Company		16691
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:** E3BJ9CS8                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bikt Contr-Insd Contract  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G27873169	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Statutory PIP			ISA H25098043	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUU227425400	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C6462295A	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Additional Insured with respect to the above General Liability and Automobile Liability, but only as respects liability arising out of the Named Insured's operations or premises owned or rented to the Named Insured to the extent required in a contract with the Named Insured.

<b>CERTIFICATE HOLDER</b>  City of Fairhope 555 S. Section Street Fairhope, AL 36532	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** as follows:

[1] That the City of Fairhope did request and receive RFQ for Labor to change out Meter, Valves, Bypass Configuration, Pressure Reducing Valve, and Modifications to Vault at the Grand Hotel Water Meter for the Water Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Labor to change out Meter, Valves, Bypass Configuration, Pressure Reducing Valve, and Modifications to Vault at the Grand Hotel Water Meter by Hill Brothers, Inc. in the amount of \$15,000.00 plus estimated \$8,000.00 equipment the City will provide.

Adopted on this 23rd day of December, 2020

\_\_\_\_\_  
Jack Burrell, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



Received 12/22/2020  
LHJ  
1:58 p.m.

City of Fairhope  
Project Funding Request

Issuing Date: 12/22/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Hill Brothers, Inc Public Work contract for labor of changing out the meter, valves, bypass configuration, pressure reducing valve and modifications to vault

Project Location: Grand Hotel Water Meter

Presented to City Council: 12/23/2020

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 15,000.00 plus estimated \$8,000.00 equipment City will provide

Vendor: Hill Brothers, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Project  Impact  Health  Fed Grant

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85  Marine-34  Plan/Zone

Project will be:

Expensed   
Capitalized  XXX  
Inventoried

Funding Source:

Operating Expenses   
Budgeted Capital  XXX  
Unfunded

Expense Code: 004-16050  
G/L Acct Name: Constr-Water System Improvements

Grant: \$0.00 Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_  
Local \$0.00

Project Budgeted: \$ 23,000.00  
Balance Sheet Item  
Included in  
projected cash flow \$0.00

Over (Under) budget amount: \$ (8,000.00) City equipment/material

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

Our crews will be on site to assist (turning water main off, bleeding line off, supplying all materials, and coordinating with hotel staff).

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 12/22/2020

Purchasing Memo Date: 12/22/2020

Delivered To Date: 12/22/2020

Request Approved Date: 12/22/2020

Request Approved Date: 12/22/2020

Approved Date: \_\_\_\_\_

Signatures: Kim Creech  
Kim Creech

Jill Cabanis, MBA

Mayor Sherry Sullivan



## Kimberly Creech

---

**From:** Jason Langley  
**Sent:** Tuesday, December 22, 2020 10:53 AM  
**To:** Kimberly Creech; Sherry Sullivan  
**Cc:** Gayle Fogarty  
**Subject:** Grand Hotel Meter  
**Attachments:** SKM\_C65920122210400.pdf

Please see the two quotes for the labor of changing out the meter, valves, bypass configuration, Pressure Reducing Valve, and modifications to Vault. Still waiting on the third quote but they were not interested in doing the work so I'm confident it will be high. Mr. Hill has done a lot of work for Fairhope and is willing to work around the schedule of the hotel and high water use times. This will need to be done at night which was stated to both contractors that were quoting. This type work requires expertise, which according to Curtis Cooper, Hill Brothers have. I am confident that Mr. Hill and his crew will be able to handle this project quickly and efficiently without much interruption of service to the Hotel. Our crews will be on site during this process to assist. (turning water main off, bleeding line off, supplying all materials, and coordinating with hotel staff)  
Please let me know of anything else you need for this project.

Thanks,

Jason



HILL BROTHERS, INC.

PO Box 2200  
ROBERTSDALE, AL.  
36567

# Estimate

Date	Estimate #
12/18/2020	1057

Name / Address
City of Fairhope

Project

Description	Qty	Rate	Total
Labor & Equipment to swap out Meter @ Grand Hotel Lump Sum Amount Labor & Equipment	1	15,000.00	15,000.00
<b>Total</b>			\$15,000.00

Phone #
2513487788

E-mail	Web Site
jamie@hillbrothersgc.com	www.hillbrothersgc.com



**Asphalt Services, Inc.**

11045 Old Highway 31  
Spanish Fort, Al. 36527  
Phone 251.621.9325  
Fax 251.621.9393

**PROPOSAL NO.**

PROPOSAL NO. **201201**

DATE **12/1/2020**

CUSTOMER  
ADDRESS

**City of Fairhope**  
PO Box 429  
Fairhope, AL 36532

Contact

**Curtis Cooper**  
curtis.cooper@fairhopeal.gov

LOCATION

**Grand Hotel**  
**water main replacement**

**SCOPE OF WORK INCLUDED IN THIS PROPOSAL**

Item	Description	Total
<b>1</b>	Remove existing concrete top, old meter, old backflow, & by pass.	
<b>2</b>	Replace with new water meter, backflow, by pass & concrete for top.	
<b>Total:</b>		<b>\$33,840.00</b>

**\*\*ASI will furnish all equipment, labor, & concrete. ASI is NOT responsible for any plants or flowers.**

**\*\*City of Fairhope will furnish all pipe, materials, meters, & aluminum lids. The City will also handle ALL communications with the Grand Hotel.**

**Prices Good For 60 Days**

Accepted By:

Submitted By:

*Greg Smith*

12/1/2020

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Smith , Project Manager

\_\_\_\_\_  
Date

Unless specifically noted on this proposal, all items quoted include labor, materials, equipment, overhead, profit, and all applicable taxes. This proposal, if accepted, will become and integral part of any existing contract on this project. A signature by an authorized representative is required for the execution of this work.

# **LIBRARY BOARD**

## **NOMINEE (S)**

**4-Year Term**

### APPOINTMENTS

Anne Johnson  
Carol Wilson  
Randal Wright

### REAPPOINTMENTS

The term shall end December 2024

October 30, 2020

Lisa A. Hanks, MMC  
City Clerk City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533

Dear Ms. Hanks,

As mentioned in my email to you, I am interested in being considered for appointment to the Fairhope Public Library Board. Enclosed is my Application for Appointment to a City Board or Committee for your review. I have been a professional librarian for 38 years, most recently as a federal employee overseas. My previous public library experience includes work in administration at DeKalb County Public Library in metro Atlanta and as Director of the Baldwin County Library Cooperative.

I am happy to provide more detailed information on my background and interests at your convenience.

Thank you in advance for your consideration.

Sincerely,

Anne Johnson  
359 S. Church St  
Fairhope, Alabama 36532

CC: Tamara Dean, Director, Fairhope Public Library



# CITY OF FAIRHOPE



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: **Johnson** First Name: **Anne** Phone Number: \_\_\_\_\_  
Cell: **251-270-8517** Email: **aj321@earthlink.net**  
Home Address: **359 S. Church St.**  
City: **Fairhope** State: **AL** Zip: **36532**  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name of Board or Committee: **Library Board**

### EDUCATIONAL BACKGROUND:

**BA - Political Science, University of South Alabama, 1977**  
**MLS - Emory University, 1983**  
**MA - International Relations, Georgia State University, 1993**

### PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

**Member, American Library Association, 1996-2016**

### PROFESSIONAL EXPERIENCE:

**Over 38 years as a professional librarian in law, public and governmental libraries. Served as Marketing, Programming and Development Coordinator at DeKalb County Public Library (Atlanta, Georgia), 1995-2001 and Director of Baldwin County Library Cooperative 2002-2006. Most recently served as a Foreign Service officer in the U.S. State Department (2006-2020) working with partner libraries in dozens of countries.**

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

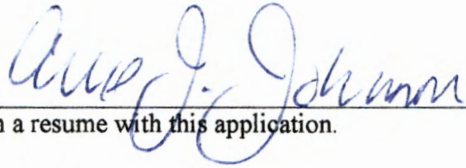
**Member of Leadership Baldwin class of 2004**

**Volunteer on Fairhope Historic Preservation Committee 2003-2005 (assisted with Historic Home Tour)**

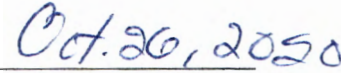
HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

**With a background in a variety of libraries, focusing on marketing, adult programming and development, my skills could assist in guiding the Fairhope Public Library as it fully reopens following the pandemic. I am passionate about the need for an active public library that is seen as the heart of the city, offering a wide array of services and programs that reach all sectors of the community. It would be an honor to serve Fairhope drawing on skills from a profession I've enjoyed for decades.**

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



Date: \_\_\_\_\_



You may attach a resume with this application.

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# CITY OF FAIRHOPE



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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PLEASE PRINT CLEARLY

Last Name: WILSON First Name: CAROL

Phone Number: 251-270-7063 Cell: 214-632-0725 Email: KIWI35853@gmail.com

Home Address: 489 Bartlett Avenue

City: Fairhope State: AL Zip: 36532

Business Address: N/A

City: N/A State: N/A Zip: N/A

Name of Board or Committee: FAIRHOPE PUBLIC LIBRARY BOARD OF TRUSTEES

EDUCATIONAL BACKGROUND:

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Signature: 

Date: Nov 13, 2020

You may attach a resume with this application.

**Carol Wilson**

489 Bartlett Avenue Fairhope, AL 36532

251-270-7063 Home

214-632-0725 Cell

kiwi35853@gmail.com

For The Purpose of Application as a Member of the Fairhope Public Library Board of Trustees

**Education Background**

University of Arkansas at Ft. Smith Associates Degree Business 1974

Library Continuing Education Programs

**Professional Experience**

Sears Human Resource Department 1971-1976

American Airlines, INC In-Flight Service Domestic & International Flight Attendant 1976-2008 Retired

Banking Industry Group, INC Corporate Secretary 2002 - Current

City of Newnan GA Newnan Carnegie Library Adult Program Coordinator 2011 – 2016

**Current Civic Interests**

National Federation of Republican Women Legislative & Research Committee

Eastern Shore Republican Women Fairhope, AL Recording Secretary

**Qualifications**

Having the experience as an adult program coordinator for the Newnan Carnegie Library for five years provides foundation for meeting the mission statement of the Fairhope Public Library and meeting the needs of our community. Prior to this employment by the City of Newnan, I was a member of the grassroots organization, Friends of the Newnan Carnegie Library, and following served as the Founding Secretary of the Newnan Carnegie Library Foundation.

**Willingness-To-Serve**

It is my belief that libraries are an essential support system for citizens. Through the valuable services, programs, access to technology and the availability to educate one-self, citizens enrich themselves and, further, are able to support themselves and their endeavors through the use of their community library. Andrew Carnegie, a philanthropist who provided financial support to build thousands of public libraries once said, "no one enriches themselves until they enrich others". As a young boy, Mr. Carnegie educated himself, accepting a gracious invitation to use a businessman's private library. Mr. Carnegie achieved tremendous success in business through the foundation of education. He remains an inspiration to all of us that believe that education is the key to an enriched life, the enjoyment of liberty, and the pursuit of happiness. Through the financial support of city government and library foundations, educational nurturing is achieved and the benefit results in a thriving, educated, and growing community of citizenry. It would be an honor to serve the City of Fairhope as a member of the Board of Trustees so as to continue to develop the vision created by the founders of this library.

# Carol S. Wilson



[kiwi35853@gmail.com](mailto:kiwi35853@gmail.com) 214-632-0725 Fairhope, Alabama 36532

**OBJECTIVE** For consideration of nomination to serve on the Fairhope Public Library Board of Trustees

**EMPLOYMENT HISTORY**

Banking Industry Group, INC	Corporate Secretary & Treasurer	2003 – Current
City of Newnan, Georgia	Senior Carnegie Assistant Adult Programs	2011 – 2016
American Airlines, INC Domestic & International Flight Attendant		1976 – 2008
Sears	Human Resource Department	1971 – 1976

**VOLUNTEER POSITIONS**

- Fairhope United Methodist Church Caring Ministries Team
- Newnan Carnegie Library Foundation Founding Secretary
- City of Newnan Christmas Planning Committee Chairperson
- Eastlake Townhomes Association President Newnan Georgia
- Newnan Presbyterian Women President
- Newnan Presbyterian Church Deacon
- Serendipity Condominium Association Secretary Treasurer
- Airline Ambassadors International Executive Council
- Miami Centennial Event Committee
- Center for the Fine Arts Miami Florida Board Member
- International Ambassador Foreign Embassy Tour Event Coordinator
- Association of Professional Flight Attendants Chairperson Washington D.C.
- Association of Professional Flight Attendants National Hotel Review Committee
- Association of Professional Flight Attendants National Ballot Committee

**CIVIC AFFILIATION**

- Eastern Shore Republican Women Recoding Secretary
- Alabama GOP Capitol Club
- Baldwin County Republican Party
- Fairhope United Methodist Church Caring Ministries Team

**AWARDS**

- American Airlines, INC - Professional Flight Attendant 1985, 2001
- The City of Miami - Certificate of Appreciation 1996
- Dade County Florida - Key to the County 1995

**SKILLS**

Word. Publisher. Social Media (FaceBook. Instagram. Twitter.) Public Speaking. Management. Administrative. Recording Secretary. Event Planning. Fundraising. Grant Writing.

**EDUCATION**

University of Arkansas at Ft. Smith Associates Degree Business

**REFERENCES**

- Dr. Ann Pearson, Fairhope United Methodist Church, Caring Ministries Director
- Jerry Ann McCarron, President, Eastern Shore Republican Women



# CITY OF FAIRHOPE



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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PLEASE PRINT CLEARLY

Last Name: Randal First Name: Wright

Phone Number: 251-210-6790 Cell: 540-907-8056 Email: randalhw@gmail.com

Home Address: 137 Stratford Street

City: Fairhope State: AL Zip: 36532

Business Address: N/A

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Board or Committee: \_\_\_\_\_

EDUCATIONAL BACKGROUND: **See Resume**

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Signature: Randal Stephen Wright

Date: December 10, 2020

You may attach a resume with this application.

## **Randal Hopkins Wright**

137 Stratford Street

Fairhope, AL 36532

251-210-6790

[randalhw@gmail.com](mailto:randalhw@gmail.com)

**EDUCATIONAL BACKGROUND:** George Mason University, Post-Graduate Study, Educational Technology, 2008; University of Alabama, Master's Degree in Gifted Education, 1988 (Jasper Harvey Award as Outstanding Graduate Student in Special Education); Troy State University, B.S. Early Childhood Education, 1982; Florida State University, 1967-68; Gulf Park College, 1966-67

**PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:** Retired in 2012; all teaching licenses expired in 2015 and I chose not to renew. Memberships and affiliations with professional educator organizations have also expired. I belonged and participated in the following during my 32 year teaching career:

- Teaching Certificate License for Alabama, Pennsylvania and Virginia
- Member, Pennsylvania Association for Gifted Education
- Member, Teachers of the Gifted, Regional GT association
- Member, Council for Exceptional Children
- Member, National Association for Gifted Children
- Member, National Education Association, State Ed. Associations in AL, PA, VA
- Member, Dothan Education Association, Susquenita Ed. Association, Spotsylvania Ed. Ass.
- Past Member and Officer, ALATAG (Alabama Association for Talent and Gifted)

### **PROFESSIONAL EXPERIENCE**

Elementary Education Teacher, 2007-2012, Lee Hill Elementary School, Spotsylvania County, Virginia  
Instructional Technology Resource Teacher, 2005-2007, Lee Hill Elementary School, Spotsylvania County, Virginia

Elementary Education Teacher, 2003-2005, Lee Hill Elementary School, Spotsylvania County, Virginia  
Gifted Education Teacher, 1999 -2003, Susquenita School District, Duncannon, Pennsylvania, Grades K-8  
Co-Director of Technology, Susquenita Elementary School, Dothan, AL, 1999-2003  
Gifted Education Teacher, 1987-1999, Stringer Street Elementary School (now Faine Elementary School), Dothan, AL

Systems Operator, Stringer Street Elementary School, Dothan, AL, 1994-1999

Gifted Education Teacher, 1985-1987, Henry County Alabama

Transitional Teacher, 1984-1985, Abbeville, AL

Chapter 1 Teacher, 1983-1984, Thompkins Early Childhood Center, Ozark, AL

Substitute Teacher, 1982-1983, Ozark City Schools

Teacher Aide, 1980-81, Ft. Rucker Primary School, Ft. Rucker, AL

Pre-school Teacher, 1976-1980, Ft. Rucker Pre-School, Ft. Rucker, AL

### **CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:**

Since moving to Fairhope in November of 2012:

Friends of the Fairhope Public Library, member since 2013 and president since 2015

Fairhope Library Foundation, ex officio member since 2017

Technology Advisor and trainer for St. James Episcopal School 2018-current

Master Environmental Educator, Alabama Extension Service, 2013-2018

Read Aloud Baldwin, Director 2015-current

Fairhope Rotary Club Volunteer of the Year, 2019

### **HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?**

One of the first things I saw when we visited Fairhope in 2011 was the library. It was a no brainer for me... any community that could build and support such a magnificent public library was where I wanted to live. I believe the public library is the heart of any community and I love being involved in keeping that heart healthy and vibrant. I have a strong personal and civic commitment to supporting and working with our library. I believe I have a knowledge and enthusiasm for our library that will bring a strong, positive voice to the Board of Trustees.

## Lisa A. Hanks, MMC

---

**From:** Jimmy Conyers  
**Sent:** Wednesday, December 9, 2020 8:21 PM  
**To:** Jack Burrell; Lisa A. Hanks, MMC  
**Subject:** Fwd:

Please add the two candidates to the next available agenda for addition to the Library Board.

Jimmy

Get [Outlook for iOS](#)

---

**From:** Tamara Dean <director@fairhopelibrary.org>  
**Sent:** Wednesday, December 9, 2020 11:55 AM  
**To:** Jimmy Conyers  
**Cc:** Dan Stankoski; Martin Lanaux  
**Subject:**

*Jimmy,*

*We are ready for you to pursue getting the candidates for the Library Board of Trustees on the Council agenda. They are: Carol Wilson and Anne Johnson. Lisa Hanks has their applications.*

*Tried to call you yesterday; Could you call me?*

*Thanks,*

*Merry Christmas*

*Tamara Dean, MEd, MLIS  
Director  
Fairhope Public Library  
director@fairhopelibrary.org  
251-929-0366*

**Lisa A. Hanks, MMC**

---

**From:** Martin Lanaux <mlanaux@gmail.com>  
**Sent:** Thursday, December 10, 2020 10:12 AM  
**To:** Tamara Dean  
**Cc:** Lisa A. Hanks, MMC; Sherry Sullivan; Jack Burrell; Jimmy Conyers; Dan Stankoski  
**Subject:** Re: Application for Library Board of Trustees

**SENT FROM AN EXTERNAL ADDRESS**

---

Yes, please add Randal.

Martin

On Thu, Dec 10, 2020 at 10:08 AM Tamara Dean <[director@fairhopelibrary.org](mailto:director@fairhopelibrary.org)> wrote:  
*The Board agrees.*

*Tamara Dean, MEd, MLIS  
Director  
Fairhope Public Library  
[director@fairhopelibrary.org](mailto:director@fairhopelibrary.org)  
251-929-0366*

---

**From:** Lisa A. Hanks, MMC <[Lisa.Hanks@fairhopeal.gov](mailto:Lisa.Hanks@fairhopeal.gov)>  
**Sent:** Thursday, December 10, 2020 10:04 AM  
**To:** Tamara Dean <[director@fairhopelibrary.org](mailto:director@fairhopelibrary.org)>; Sherry Sullivan <[sherry.sullivan@fairhopeal.gov](mailto:sherry.sullivan@fairhopeal.gov)>; Jack Burrell <[Jack.Burrell@fairhopeal.gov](mailto:Jack.Burrell@fairhopeal.gov)>; Jimmy Conyers <[jimmy.conyers@fairhopeal.gov](mailto:jimmy.conyers@fairhopeal.gov)>  
**Subject:** RE: Application for Library Board of Trustees

Do you want me to add Randal too?

**Lisa A. Hanks, MMC**  
**City Clerk**  
City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533  
251-928-2136

251-990-0107 (Fax)

CONFIDENTIALITY NOTICE - The information contained in this e-mail and any attachments to it may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-

**From:** Jennifer Olmstead

**Subject:** Street & Traffic Control Meeting Recommendations

Lisa,

On the December 2, 2020 Street & traffic control meeting, the Committee made the following recommendations:

1. Install an all-way stop at the intersection of Estella Avenue and North Ingleside Avenue
2. Create a task force for a traffic solution at the intersection of County Road 44 (Twin Beech Rd) and Boothe Road
3. Create a task force for pedestrian safety solution on Nichols Avenue between the Hope Farm and Fairhope Brewing Co.

I have attached a draft copy of the minutes.



STATE OF ALABAMA            )  
                                          :  
COUNTY OF BALDWIN        )

The Street & Traffic Control Committee met at 10:00 a.m.,  
Delchamps Room, 161 North Section Street,  
Fairhope, Alabama 36532 on Wednesday, December 2, 2020.

**Present were:** Council President Jack Burrell, Stephanie Hollinghead, Chief of Police, George Ladd, Street & Facility Maintenance Supervisor, Hunter Simmons, Planning Manager, and Buford King, Development Services Manager; Jennifer Olmstead took the minutes.

Police Chief Stephanie Hollinghead called the meeting to order at 10:04 a.m.

Minutes from the August 10, 2020 meeting were approved as submitted on a motion by Jack Burrell, seconded by Hunter Simmons; none opposed.

First on the agenda was a view of new business. A request for a speed calming device or all-way stop on North Ingleside between Fairhope Avenue and Gayfer Avenue was discussed. The committee reviewed the traffic study that was completed between September 2 and September 15, 2020; positioned about Estella Avenue. Buford King made a motion to install an all-way stop condition at the intersection of Estella Avenue and North Ingleside Avenue, seconded by Jack Burrell; none opposed.

A request for pedestrian safety measures to be installed on Nichols Avenue between Fairhope Brewing Company and the Hope Farm was discussed. The committee discussed the possibility of multiple safety measures. Jack Burrell made a motion to ask the Mayor to create a task force to review and suggest what would work best in the area, seconded by Buford King; none opposed.

A request for a speed calming device or all-way stop to be installed at the intersection of Volanta Avenue and Bon Secour Street. The committee reviewed the traffic study that was completed between November 15 and November 25, 2020. The Committee agreed that the study does not warrant speed calming measures. Stephanie Hollinghead made a motion for no action, seconded by Hunter Simmons; none opposed.

A request for a speed calming device to be installed on Mershon Street between Morphy Avenue and Nichols Street was discussed. The committee reviewed the traffic study that was completed between July 23, 2020 and August 11, 2020 and agreed that the study did not warrant a speed calming device. Buford King made a motion to take no action, seconded by Hunter Simmons; none opposed.

A request for review of the intersection of County Road 44 (Twin Beech Rd) and Boothe Road was discussed. The committee discussed multiple options to improve the safety at the intersection: Signalization, traffic circle, addition of turn lanes. Jack Burrell questioned what type of accidents were occurring and the times of the accidents; possibility increased distractive driving and bad decisions during peak school times. Chief Hollinghead stated she will pull the accident records for the past few years and study them to determine a common cause. Jack Burrell made a motion to ask the Mayor to create a task force for a traffic solution, seconded by Buford King; none opposed.

Next on the Agenda, the Committee discussed other items. A representative from St. James Episcopal Church and School is requesting that a School Zone be placed around the entrance to the church/school. The committee is not sure that the school would qualify for a School Zone due to nature of school. The committee also discussed other options the school could enact for safety from exiting the parking lot: adding an additional entrance/exit from parking lot onto County Road 104, Right-turn only exit onto North Section Street and placement of crossing guards during high volume times were suggested. A round-about is on the schedule in the next few years at the intersection of County Road 104, Main Street, Veterans Drive and North Section St which is just north of the entrance/exit of the church. Committee members will do further research to what qualifies for a School Zone and Chief Hollinghead will reach out to church and school staff for a possible resolution.

Mr. Paul Bivins asked the committee to review the intersection of Fairhope Avenue and Bishop Road for the possibility of an all-way stop. Mr. Bivins stated his concerns about this being a dangerous intersection with it practically being impossible to make a left turn onto Fairhope Avenue from Boothe Road. The committee discussed the intersection and reviewed minutes from the June 22, 2017 Street & Traffic Control meeting where this intersection was discussed previously. Hunter Simmons and Buford King made mention that Fairhope Avenue was possibly considered a major collector which limits what action the committee can take.

There being no further business to discuss the meeting duly adjourned at 11:24 am.

Respectfully Submitted  Jennifer Olmstead

Approved: