

**CITY OF FAIRHOPE
CITY COUNCIL WORK SESSION AGENDA**

MONDAY, 10 JANUARY 2022 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion about Grants and Potential Drainage Project at Fairfield Subdivision
2. Discussion regarding Gully behind 50 Fairhope Avenue
3. Discussion for Hazard Mitigation Grant Opportunities for DR-4503 HMGP (COVID-19) Funding
4. Discussion of Janitorial Services (Bid Number 037-21)
5. Committee Updates
6. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, January 10, 2022 – Council Chambers**

Next Council Meeting – Monday, January 24, 2022 – Same Time Same Place

**ALABAMA EMERGENCY MANAGEMENT AGENCY
LETTER OF INTENT
HAZARD MITIGATION GRANT PROGRAM (HMGP)
FEMA-4503-DR**

The purpose of this form is to establish your community's interest in the HMGP and to identify projects that are priority for your jurisdiction to reduce or eliminate future emergency or disaster costs. One LOI should be submitted for each project. DUE No LATER THAN: February 4, 2022.

(This is NOT the Public Assistance permanent repair and restoration program)

NAME/ADDRESS OF JURISDICTION:

BASIS OF ELIGIBILITY:

City of Fairhope
161 N Section Street
Fairhope, AL 36526

State Gov't Indian Tribe
 Local Gov't Other
Special Purpose District
Private Non-profit Organization

COUNTY OF JURISDICTION: Baldwin

POINT OF CONTACT: Jessica Walker PHONE NUMBER: 251-990-0113

EMAIL: jessica.walker@fairhopeal.gov

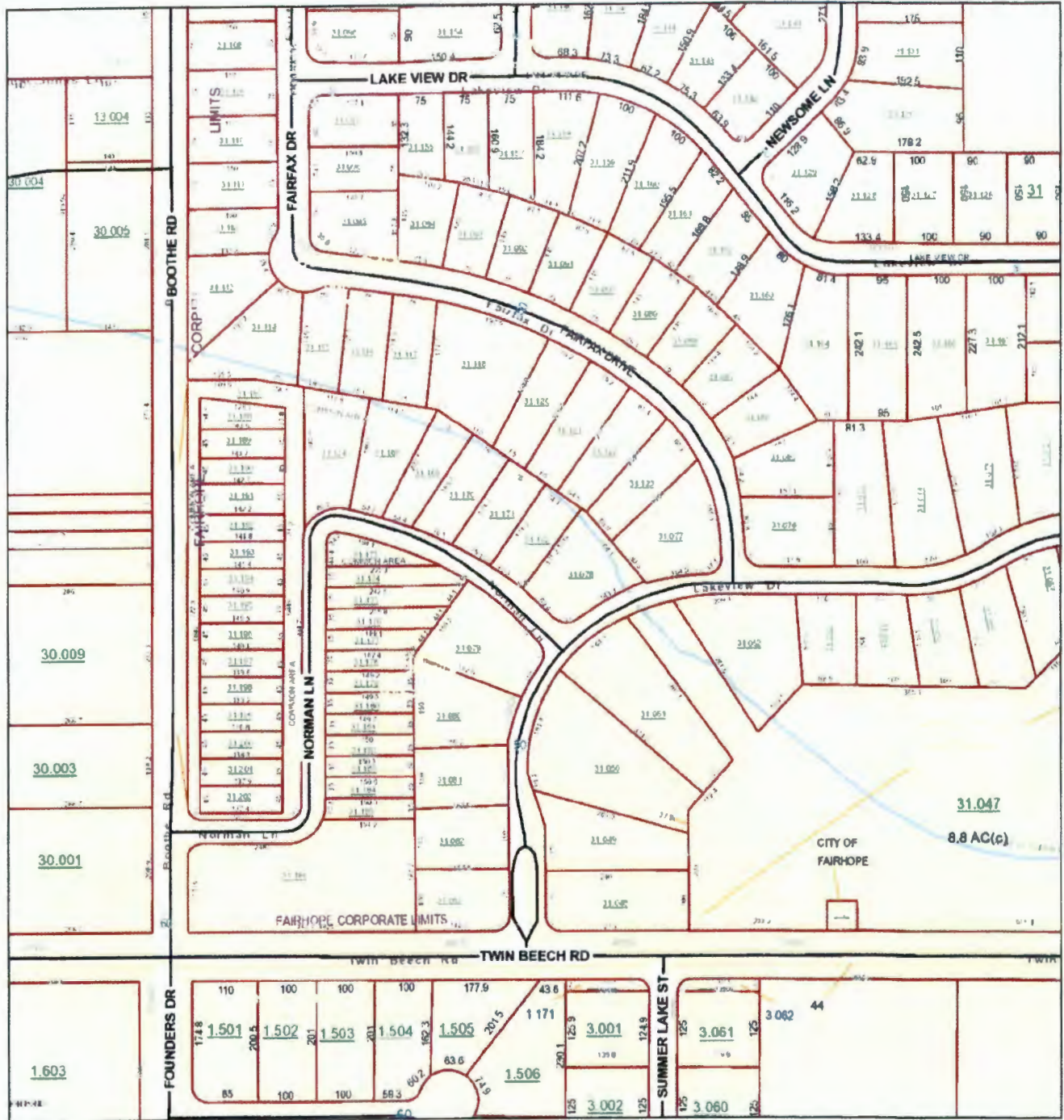
(PLEASE Do Not Include projects that were covered under the Public Assistance permanent Repair and restoration section of the Disaster Relief Act)

- Brief Description of Problem:** The Fairfield Subdivision was constructed in the 1990s around the Cowpen Creek basin. At that time it was not designated as a Special Flood Hazard Area on the National Flood Insurance Rate Maps (FIRMs) and required no specific elevations to homes built there. In the past 20 years the area has experienced significant flooding events, and Cowpen Creek was formally designated as a SFHA on the NFIP FIRMs issued on April 9, 2019. The current configuration of the creek is a narrow, shallow, uneven channel that becomes inundated with floodwaters in heavy rain events and overflows the undefined banks of the stream into the yards of adjacent structures, and has resulted in the flooding of several homes since 2014.
- Brief Description of Project:** A mitigation project to shape and reinforce the creekbed to better channel the water and allow for quicker flow would significantly reduce the flooding risk to over 20 homes in the subdivision. The project would include hydrological modeling through a Gridded Surface Subsurface Hydrologic Analysis (GSSHA); design of an idealized channel to maximize conveyance and freeboard to reduce overbank topping and flooding; bypass through collecting and redirecting the unnamed tributary of Cowpen Creek that traverses a residential neighborhood; modeling of the design; and construction.

Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?

Yes No Identify its location in plan by page and section. _____

Viewer Map



January 6, 2022

- Misc
- Parcels
- Centerlines
- Coastal Control Line
- Lot Lines
- County Boundary

1:2,257



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
KCS

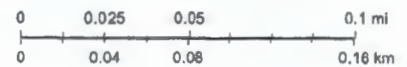
Viewer Map



January 6, 2022

1:2,257

- Misc
- Parcels
- Centerlines
- Coastal Control Line
- Lot Lines
- County Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
KCS



National Flood Hazard Layer FIRMette



Legend

- SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) Zone A, V, AP9
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone 3
 - Area with Reduced Flood Risk due to Levees. See Notes. Zone X
 - Area with Flood Risk due to Levees Zone U
- OTHER AREAS**
- NO SCREEN: Area of Minimal Flood Hazard Zone X
 - Effective LOMRa
 - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- OTHER FEATURES**
- Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- MAP PANELS**
- Digital Data Available
 - No Digital Data Available
 - Unmapped
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/6/2022 at 2:20 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.





















**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 10 JANUARY 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 22 December 2021 Regular City Council Meeting
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Resolution – That Mayor Sherry Sullivan is authorized to execute the Tax Revenue Enhancement Agreement between AVENU Insights & Analytics, LLC and the City of Fairhope for Business License Discovery/Recovery.
6. Resolution – That the City of Fairhope authorizes submission of a HMGP grant to AEMA requesting grant funds to construct a first-responder safe room; estimated total \$1,933,180.00 of project cost and the City of Fairhope is matching funds estimated at \$329,929.00. City Council authorizes Mayor Sherry Sullivan to sign all required grant application documents on behalf of City.
7. Resolution – That Mayor Sherry Sullivan is authorized to execute Change Order No. 1 for (Bid Number 040-21) NRCS-EWP DSR 5106-Proj #1 Quail Creek, for removal and repair of additional 60 linear feet of 10 ft. wide cart path that had been heavily damaged prior to construction beginning for an increase cost of \$4,547.27 and to award Change Order No. 1 to John G. Walton Construction. The new contract total will be \$404,250.00.
8. Resolution – That Mayor Sherry Sullivan is authorized to execute Change Order No. 2 for (Bid Number 010-20) Church Street Utility and Drainage Improvements to change waterline material to Class 350 Ductile Iron. The project was originally bid with an 8” C-900 PVC water main, which met the City’s specifications at the time. The change order came at the request to change the material to 8” Class 350 Ductile Iron to comply with the City’s new standard specifications regarding the type of material allowed for water mains by increasing cost in the amount of \$71,327.75 and to award Change Order No. 2 to Asphalt Services, Inc.
9. Resolution – To Award Bid to Blade Construction LLC for Arts Alley Downtown Transit Hub with a total bid proposal of \$1,237,582.23 (Bid Number 001-22).
10. Resolution – To Award Bid to TTB Inc. d/b/a ServiceMaster Action Cleaning for janitorial services including supplies not to exceed \$79,500.00, carpet cleaning \$8,406.30, and floor waxing \$14,504.05 for a total bid proposal not-to-exceed \$102,410.35 (Bid Number 037-21).
11. Resolution – That the City of Fairhope has voted to procure three (3) in-car and three (3) body cameras for the Police Department from WatchGuard Video as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$18,840.00.

12. Resolution – That the City of Fairhope has voted to purchase two (2) 2022 Ford F-250 Crew Cab 4 x 2 Pickups or equivalent for the Public Works Department; and the type of vehicles needed are on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid estimated cost of \$77,976.00 equivalent not-to-exceed.
13. Resolution – That the City of Fairhope has voted to approve the repair of boom on Truck #1088 for the Electric Department from Terex Utilities as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$16,365.80.
14. Appointment – Industrial Development Board – Jeff Windham
15. Public Participation – (3 minutes maximum)
16. Executive Session – Discuss pending and potential litigation
17. Adjourn

Next Regular Meeting – Monday, January 24, 2022 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 2:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Wednesday, 22 December 2021.

Present were Council President Jimmy Conyers, Councilmembers: Jack, Burrell, Corey Martin, Jay Robinson, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, 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 Forbes Sirmon of St. James Episcopal Church and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 13 December 2021, regular meeting; and minutes of the 13 December 2021, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and told everyone Merry Christmas. She reminded everyone about the New Year’s Eve Celebration; and said she was looking forward to 2022.

The following individual spoke during Public Participation for Agenda Items:

- 1) Steve Longfield, 206 N. Summit, addressed the City Council regarding Agenda Item Number 15: a resolution that the City Council hereby approves the negotiated price for Bid No. 004-22 North Summit Street – Bank Stabilization and award the bid to John G. Walton Construction for a not-to-exceed amount of \$760,602.02 (NRCS Project). He explained the issue with homes on the bluff; and said he was very supportive of this resolution.

Councilmember Burrell told everyone Merry Christmas and Happy New Year.

Councilmember Martin told everyone Merry Christmas and Happy New Year. He said to be safe on the highway and during the holidays.

Councilmember told everyone Merry Christmas and Happy New Year.

Councilmember Boone told everyone Merry Christmas and Happy New Year; and said not to do anything to get in trouble during the holidays.

Council President Conyers also told everyone Merry Christmas and Happy New Year.

22 December 2021

Councilmember Burrell moved for final adoption of Ordinance No. 1736, an ordinance to amend Zoning Ordinance No. 1253 and to zone the property of Hilltop Fairhope, LLC to Planned Unit Development (PUD) concurrent with annexation with the Planning Commission conditions and not to allow drive throughs on Lot 29. The property generally located on the west side of Section Street on Petiole Drive and north of Petiole Drive, Fairhope, Alabama. PPIN Number: 40591 and all Parcels included in Slide 0002746-D. (Introduced at the December 13, 2021 City Council Meeting) Planning Director Hunter Smith explained the uses allowed on Lot 29 and commented if not used accordingly it could revert back to R-1 zoning. Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Boone moved for final adoption of Ordinance No. 1737, an ordinance to amend Zoning Ordinance No. 1253 and to zone the property of Del Corte to B-2, General Business District concurrent with annexation. The property generally located at the northeast corner of State Highway 181 and State Highway 104, Fairhope, Alabama. PPIN Number: 388078. (Introduced at the December 13, 2021 City Council Meeting) Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Burrell moved for final adoption of Ordinance No. 1738, an ordinance to amend Ordinance No. 1510 and Ordinance No. 1635 known as the Personnel Rules, Policies and Procedures Ordinance by amending Section IV as amended. Wage and Salary Administration, 4.03 Employee Pay Rates; and Section V. Evaluation, Training and Development, 5.02 Employee Training; specifically, Certifications and Trainings. (Introduced at the December 13, 2021 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Martin moved for final adoption of Ordinance No. 1739, an ordinance to amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance by amending Section IV. Wage and Salary Administration, 4.12 Travel Policy. (Introduced at the December 13, 2021 City Council Meeting) Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None. Mayor Sullivan explained the changes to the City Council; and said the City Clerk, Human Resources, and City Treasurer worked on this amendment.

*

*

22 December 2021

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes and supports the submission of an FY22 RAA Annual Grant Application to ALDOT requesting \$249,994.00 to resurface two miles of County Road 13 from Morphy Avenue to the southern City Limits within the City of Fairhope, Alabama. The motion was seconded by Councilmember Martin. Public Works Director Richard Johnson explained the resurfacing project; and said there is no match. He said this will be an in-house project. Councilmember Burrell questioned if we could pave to County Road 34. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 4324-21

**AUTHORIZING THE SUBMISSION OF AN FY 2022
REBUILD ALABAMA ACT (RAA) ANNUAL GRANT APPLICATION**

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for Fiscal Year 2022 Rebuild Alabama Act (RAA) Annual Grant Program; and

WHEREAS, RAA Annual Grant Program is an ALDOT administered transportation infrastructure grant program for projects of local interest created in the Rebuild Alabama Act of 2019; and

WHEREAS, project applications may be submitted for improvements to any classified road or bridge open to public traffic and County Road 13 from Morphy Avenue to the southern City Limits is a Minor Arterial and is in need of resurfacing; and

WHEREAS, the sponsor will be responsible for the cost of all required preliminary engineering and CE&I activities in accordance with ALDOT requirements at no cost to the project. This shall include but is not limited to costs associated with preparing the application, project development, environmental clearances, plan development, and contract letting. Furthermore, the sponsor is responsible for any environmental assessments, clearances, and permitting which may be required; and

WHEREAS, the City of Fairhope can conduct all preliminary engineering, permitting, plan development, contract letting and CE&I in-house with City personnel at no cost to the project; and

WHEREAS, the total project construction cost is estimated to be \$249,994.00, and, if funded, the grant will pay for 100% of Construction with City personnel providing preliminary engineering, permitting, plan development, contract letting and CE&I in-house at no hard cost to the project; and

WHEREAS, if funded, the City will see this project through to completion and will be responsible for providing long-term maintenance of the improved facilities;

22 December 2021

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, **IN REGULAR SESSION ASSEMBLED**, that by this Resolution the City of Fairhope authorizes and supports the submission of an FY22 RAA Annual Grant Application to ALDOT requesting \$249,994.00 to resurface two miles of County Road 13 from Morphy Avenue to the southern City Limits within the City of Fairhope, Alabama.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DULY ADOPTED THIS 22ND DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing the submission of a HMGP grant to AEMA requesting grant funds to purchase and install generators at critical facilities with a total estimated project cost of \$551,625.00 and the City of Fairhope is matching funds estimated at \$183,875.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4325-21

AUTHORIZING THE SPONSORSHIP OF A HAZARD MITIGATION GRANT APPLICATION TO THE ALABAMA EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE AND INSTALLATION OF GENERATORS FOR SEWER LIFT STATIONS THROUGHOUT THE CITY OF FAIRHOPE, BALDWIN COUNTY, ALABAMA

WHEREAS, the Alabama Emergency Management Agency (AEMA) is accepting applications from municipal governments for Hazard Mitigation Grant Program (HMGP) funds; and

WHEREAS, the City of Fairhope has identified the need for generators to be located at various sewer lift stations to provide back-up power during future storm events; and

22 December 2021

WHEREAS, if funded, the grant will pay 75% of the estimated total project costs of \$551,625.00 and the City of Fairhope will be responsible for providing 25% of the estimated total project costs or \$183,875.00; and

WHEREAS, the City's Public Utilities Department will provide oversight of the project, if funded;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of an HMGP grant to AEMA requesting grant funds to purchase and install generators at various sewer lift stations.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DONE, under the Seal of the City of Fairhope this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Cloud Based Storage as Backup Solution for the IT Department; and the item is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,000.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

*

*

*

22 December 2021

RESOLUTION NO. 4326-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure Cloud Based Storage as Backup Solution for the IT Department; and the item is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,000.00.

Adopted on this 22nd day of December 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Boring and Installation of Fiber from the City Services and Public Utilities Building to the Pecan Building from AMS Utilities for \$18,600.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4327-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope approves the procurement of Boring and Installation of Fiber from the City Services and Public Utilities Building to the Pecan Building from AMS Utilities for \$18,600.00.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

22 December 2021

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan to execute a contract with Emerson's Zedi Cloud SCADA Solutions (Bristol Inc. dba Remote Automation Solutions) for \$12,792.57 not including shipping, insurance export and customs clearance charges. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4328-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan to execute a contract with Emerson's Zedi Cloud SCADA Solutions (Bristol Inc. dba Remote Automation Solutions) for \$12,792.57 not including shipping, insurance export and customs clearance charges.

DULY ADOPTED THIS 22ND DAY OF DECEMBER, 2021

James Reid Conyers, Jr.
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 of Fairhope hereby authorizes Mayor Sherry Sullivan to extend the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community until February 28, 2022; and to sign the necessary paperwork to terminate contract after the extension expires. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

*

*

22 December 2021

RESOLUTION NO. 4329-21

WHEREAS, on October 1, 2018 the City of Fairhope entered into a contract with Mobile Infirmity Association d/b/a iHealthy Community for Wellness and Disease Management Services to City Employees.

WHEREAS, on September 27, 2021 the City Council authorized the extension of the contract between the City of Fairhope and Mobile Infirmity Association d/b/a iHealthy Community to end on December 31, 2021;

WHEREAS, Mayor Sherry Sullivan is desirous of the City Council to extend the contract until February 28, 2022.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby authorizes Mayor Sherry Sullivan to extend the contract between the City of Fairhope and Mobile Infirmity Association d/b/a iHealthy Community until February 28, 2022; and to sign the necessary paperwork to terminate contract after the extension expires.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the negotiated price for Bid No. 004-22 North Summit Street - Bank Stabilization and awards the bid to John G. Walton Construction Company for a not-to-exceed amount of \$760,602.02 with reimbursement available for this project in the amount of \$508,326.66 from NRCS EWP Funds. The motion was seconded by Councilmember Boone. Mr. Johnson said there was a good possibility the Fairhope Single Tax Corporation may help with funding. City Treasurer Kim Creech explained the fund differences. After further discussion, motion passed unanimously by voice vote.

22 December 2021

RESOLUTION NO. 4330-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves the negotiated price for Bid No. 004-22 North Summit Street - Bank Stabilization and awards the bid to John G. Walton Construction Company for a not-to-exceed amount of \$760,602.02 with reimbursement available for this project in the amount of \$508,326.66 from NRCS EWP Funds.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council gratefully accepts the Deed of Gift for River Mill Park from the Fairhope Single Tax Corporation to the City of Fairhope; and authorizes the Mayor to sign any documents necessary to complete the transfer. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Mayor Sullivan explained the Park deed; and said the Fairhope Single Tax Corporation will use approximately \$100,000.00 for property improvements.

RESOLUTION NO. 4331-21

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council gratefully accepts the Deed of Gift for River Mill Park from the Fairhope Single Tax Corporation to the City of Fairhope; and authorizes the Mayor to sign any documents necessary to complete the transfer.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

22 December 2021

Councilmember Burrell moved to adjourn the meeting. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 2:42 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute the Tax Revenue Enhancement Agreement between AVENU Insights & Analytics, LLC and the City of Fairhope for Business License Discovery/Recovery.

DULY ADOPTED THIS 10TH DAY OF JANUARY, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Tax Revenue Enhancement Agreement Business License Discovery/Recovery Administration

This agreement is made by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Fairhope, an Alabama CITY ("CITY").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
 - iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Fairhope, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the P.O. Box for Fairhope payments. CITY will be responsible for renewals. AVENU will provide a list to CITY.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CITY.
6. Notification, Reporting to CITY: AVENU will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, City, or municipal governing authority.
3. Consideration for Discovery/Recovery Services:
 - i. AVENU Fee for Discovery/Recovery Services: AVENU will receive fifty percent (50%) of discovery/recovery revenue collected by AVENU.
 - ii. AVENU fee for copies of forms: AVENU will receive an amount equal to \$3.00 per form mailed or faxed to the CITY per the request of the CITY. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
 - iii. AVENU fee for Direct Payments: AVENU will receive fifty percent (50%) of discovery/recovery revenue received and deposited by the City, which is a result of AVENU collection efforts.
4. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
5. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence **December 1, 2021**.
6. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
7. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU' fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU' invoices therefore in accordance with the terms of this Agreement.
8. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A (3), above, and any refunding related thereto.

9. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CITY and AVENU' pricing reflects the allocation of risk and limitation of liability specified herein.
10. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CITY-owned data provided to AVENU be deemed included within the Work Product.
15. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties

respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

16. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Fairhope

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 10.7.2021 (crg)

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

December 14, 2021

Lisa Hanks
City of Fairhope
PO Drawer 429
Fairhope, AL 36533

Dear Ms. Hanks:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
City of Fairhope	062001186	Xxxxxx0008Si	100%	Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, SVP

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
AVENU
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

City of Fairhope

AVENU Insights & Analytics, LLC

By: _____
Name:

Name:

Title:

Title:

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Fairhope has contracted with AVENU (Revenue Discovery Systems) to perform collection services for business license taxes on the City's behalf. AVENU helps the City ensure that all businesses pay their fair share of business license tax.

AVENU, as the City's authorized representative, is bound by the same confidentiality as the City's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

Date: _____

Lisa Hanks
City Clerk
City of Fairhope

RESOLUTION NO. _____

**AUTHORIZING THE SPONSORSHIP OF A HAZARD MITIGATION
GRANT APPLICATION TO THE ALABAMA EMERGENCY MANAGEMENT
AGENCY TO CONSTRUCT A FIRST-RESPONDER SAFE ROOM FOR THE
CITY OF FAIRHOPE, BALDWIN COUNTY, ALABAMA**

WHEREAS, the Alabama Emergency Management Agency (AEMA) is accepting applications from municipal governments for Hazard Mitigation Grant Program (HMGP) funds; and

WHEREAS, the City of Fairhope has identified the need for a first-responder safe room;

WHEREAS, if funded, the grant will pay 75% of the estimated total project costs or \$1,933,180.00 and the City of Fairhope will be responsible for providing 25% of the estimated total project costs or \$460,429.00;

WHEREAS, part of the City's funding will be made up of owner in-kind property at the safe room location on Pecan Street, which is \$130,500.00 or 75 percent of the appraised value or \$174,000.00, making the City of Fairhope's total cash match an estimated \$329,929.00;

WHEREAS, the City's Public Utilities Department will provide oversight of the project, if funded;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of an HMGP grant to AEMA requesting grant funds to construct a first-responder safe room;

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DONE, under the Seal of the City of Fairhope this 10th day of January, 2022.

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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 for (Bid Number 040-21) NRCS-EWP DSR 5106-Proj #1 Quail Creek, for the removal and repair of an additional 60 linear feet of 10 ft. wide cart path that had been heavily damaged prior to construction beginning for an increase cost of \$4,547.27 and to award Change Order No. 1 to John G. Walton Construction. The new contract total will be \$404,250.00.

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Jack Burrell, ACO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 28, 2021

Re: **Requesting Green Sheet and City Council Approval for Change Order #1 for Bid 040-21 NRCS—EWP DSR 5106—Proj #1 Quail Creek**

Sawgrass Consulting LLC, and Public Works Director, Richard Johnson, are requesting approval for Change Order #1 for Bid 040-21 NRCS—EWP DSR 5106-006—Proj #1 Quail Creek to John G Walton Construction Company in the increased amount of Four Thousand Five Hundred Forty-Seven Dollars and Twenty-Seven Cents (\$4,547.27) see attached recommendation from Sawgrass Consulting, LLC. This change order is for the removal and repair of an additional 60 linear feet of 10 ft. wide cart path that had been heavily damaged prior to construction beginning, at the request of the City.

With this added scope, the new contract total will be Four Hundred Four Thousand Two Hundred Fifty Dollars (\$404,250.00).

Please create a Green Sheet and place on the next City Council Agenda this request to approve Change Order #1 for Bid No. 040-21 NRCS—EWP DSR 5106—Proj #1 Quail Creek to John G Walton Construction Company for a new total of \$404,250.00.

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

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

Enclosure

CC: file, Richard Johnson, George Ladd, Clint Steadham



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

December 14, 2021

Richard Johnson, PE
City of Fairhope, Public Work Department
555 South Section Street
Fairhope, Alabama 36532

RE: Quail Creek NRCS EWP Project – Change Order No. 1

Dear Mr. Johnson,

Please find attached the submittal for Change Order No. 1 for the referenced project. This change order is for the removal and repair of an additional 60 linear feet of 10 ft. wide cart path that had been heavily damaged prior to construction beginning, at the request of the City. Below please find the original contract total, change order no. 1 total and the new contract total amount.

Original Contract Amount: \$ 399,702.73

Change Order #1 Amount: \$ 4,547.27

New Contract Amount: \$ 404,250.00

If you have any questions or require additional information, please give me a call at 251-544-7900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaye Robertson', is written over the typed name and title.

Jaye Robertson

Project Manager



CITY OF FAIRHOPE CHANGE ORDER

Architect/Engineer: Jaye Robertson
 Contractor: Sawgrass Consulting, Inc.
 Project: Bid No. 040-21 NRCS-EWP DSR 5106 – Project No. PW005-21 NRCS-EWP DSR-5106-006
 Change Order Request No.: 1 Date: 12/28/2021

1. Description of Change: Additional cart path between holes #2 and #3
2. Change Order Costs: \$4,547.27

(Please Attach Proposal)

	Item	Quantity	Material Unit Price	Labor (Hours)	Labor Unit Price	Sub-Total Cost
a.	Structure Concrete (Cart Path-Including Footers)	7.3 CY	\$867.59	Inc MUP	Inc MUP	\$6,343.68
b.	Project Underruns	1 LS	(\$1,796.41)			(\$1,796.41)
c.						
d.						
e.						
f.						
TOTAL:						\$4,547.27

If more than 6 items, please provide attachments.

3. Instituted By: Sawgrass Consulting, Quail Creek Golf Course (Facility Management) & Richard Johnson (Owner's Representative)
4. Justification of Need: Additional cart path between holes #2 and #3
Quantities of bid materials as well as all field conditions that precipitated material increases shall be verified. Since all work quantities were competitively bid, cost are within the parameter of the Contract Documents.
5. Costs Review: Note: Other project quantities have underrun to a projected savings of \$1,796.41 – Contract amount shall change from \$399,702.73 to \$404,250.00 – an increase of \$4,547.27.
6. This Change Order is Submitted for Review and Approval and is Classified as the Following Type:
 - Minor change of a total monetary value less required for competitive bidding.
 - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - Emergencies arising during the course of work.
 - Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
 - Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.
7. Extension of Time Requested - Calendar Days: 0 days

Change Order Number: 1

Date: 12/28/2021 Bid No. 040-21 NRCS-EWP DSR 5106
Project: Project No. PW005-21 NRCS-EWP DSR-5106-006
To: John G. Walton Construction
Contractor

Terms: You are hereby authorized, subject to the provisions of your Contract for the Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to FURNISH the necessary labor, materials, and equipment to:
Add additional cart path between holes #2 and #3.

Total Addition or Reduction to Contract Price: (Note: Numbers in parentheses are deductions)

Original Contract Price	\$	<u>\$399,702.73</u>
Less Contingency/Allowance	\$	<u>0</u>
Net Original Contract Price	\$	<u>\$399,702.73</u>
Net Total of Previous Change Orders	\$	<u>0</u>
Previous Revised Contract Price	\$	<u>0</u>
This Change Order No. <u>1</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct	\$ <u>4,547.27</u>
	Revised Contract Price This Date	\$ <u>404,250.00</u>

Extension of time resulting from this Change Order (Indicate number of calendar days): 0

The amount of this Change Order will be the responsibility of: City of Fairhope

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONTRACTING PARTIES

CONTRACTOR

By: John G. Walton Construction

Authorized Representative

ARCHITECT/ENGINEER

By: Sawgrass Consulting, LLC

Design Engineer or Architect

CITY OF FAIRHOPE

By: Sherry Sullivan, Mayor

Lisa A. Hanks, City Clerk

RESOLUTION NO. _____

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. 2 for (Bid Number 010-20) Church Street Utility and Drainage Improvements to change waterline material to Class 350 Ductile Iron. The project was originally bid with an 8" C-900 PVC water main, which met the City's specifications at the time. The change order came at the request to change the material to 8" Class 350 Ductile Iron to comply with the City's new standard specifications regarding the type of material allowed for water mains by increasing cost in the amount of \$71,327.75 and to award Change Order No. 2 to Asphalt Services, Inc.

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Change order #2 for Bid 010-20 Church Street Utility & Drainage Improvements - Change Waterline Material to Class 350 Ductile Iron

Project Location: Church Street

Presented to City Council: 1/10/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director
Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 71,327.75

Vendor: Asphalt Services Inc

Project Engineer: Sawgrass Consulting LLC

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

Department Funding This Project

General Gas Electric **Water** Sewer Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDept/Fac-75 Debt Service-85 Manna-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004010-59500
G/L Acct Name: Capital System Improvement Budget

Project Budgeted: \$ 71,327.75
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

Comments: The project was originally bid with an 8" C-900 PVC water main, which met the City's specifications at the time. The change order came at the request to change the material to 8" Class 350 Ductile Iron to comply with the City's new standard specifications regarding the type of material allowed for water mains.

Grant: _____ Federal (Not-to-Exceed)
_____ State
_____ City
_____ Local

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 12/29/2021 Purchasing Memo Date: 12/29/2021 Delivered To Date: 1/3/2022

Request Approved Date: 1/3/2022 Request Approved Date: 1/3/2022 Approved Date: 1/3/2022

Signatures: William M Stone Kim Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 29, 2021

Re: Requesting Green Sheet and City Council Approval for Change Order #2 for
Bid 010-20 Church Street Utility and Drainage Improvements

Sawgrass Consulting LLC, Public Works Director, Richard Johnson, and Superintendent of Water and Wastewater Department, Jason Langley are requesting approval for Change Order #2 for Bid 010-20 Church Street Utility and Drainage Improvements. This change order came at the request at the request of the City's Water and Wastewater Department to comply with the City's new standard specifications regarding the type of material allowed for water main. The project was bid with an 8" C-900 PVC water main, that met the City's specifications at the time. To date Asphalt Services, Inc., has installed 1,250 linear feet of 8" C-900 PVC water main from STA 10+30 (Oak Avenue intersection) to STA 22+35 (mid-block between Magnolia Avenue and Fairhope Avenue). To meet the City's new standard specifications, the Water and Wastewater would like to change waterline material from 8" C-900 PVC to 8" Class 350 Ductile Iron water main for the remainder of the project. Currently the contract has line item #61-8" CL 350 Ductile Iron water with a quantity of 310 linear feet and a unit price of \$67,.35 per LF, however, for this additional 1,800 linear feet needed to finish the job the unit price for this pipe will be \$73.97 per LF to account for the material cost increase from the original bid. There will be a contract credit back to the City for the 8" C-900 PVC material cost per the stored materials value and a contract savings for the labor to install the 8" C-900 PVC. This change order will cost Seventy-One Thousand Three Hundred Twenty-Seven Dollars and Seventy-Five Cents (\$71,327.75).

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

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

If the ductile iron pipe is approved, the new contract total will be Five Million Three Hundred Forty-One Thousand Five Hundred Seventy-Three Dollars and Forty-Five Cents (\$5,341,573.45) and will add an additional 10 working days.

Please create a Green Sheet and place on the next City Council Agenda this request to approve Change Order #2 for Bid 010-20 Church Street Utility and Drainage Improvements to Asphalt Services, Inc. for a project increase of \$71,327.75 and a new contract total of \$5,341,573.45.

Enclosure

CC: file, Richard Johnson, George Ladd, Clint Steadham

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Sawgrass Consulting; Jaye Robertson, PE

CONTRACTOR: Asphalt Services Inc. (ASI)

PROJECT: 010-20 Church St Utility and Drainage Improvements

CHANGE ORDER REQUEST NO. #2 **DATE:** December 29, 2021

1. DESCRIPTION OF CHANGE:

This change order came at the request of City's Water and Sewer Department to comply with the City's new standard specifications regarding the type of material allowed for water main. The project was bid with an 8" C-900 PVC water main, that met the City's specifications at the time. To date the contractor has installed 1,205 linear feet of 8" C-900 PVC water main from STA 10430 (Oak Avenue intersection) to STA 22+35 (mid-block between Magnolia Ave. and Fairhope Ave.). To meet the City's new standard specifications, the Water and Sewer Department would like to change waterline material from 8"C-900 PVC to 8" Class 350 Ductile Iron water main for the remainder of the project. Currently the contract has line item #61- 8" CL 350 Ductile Iron water main with a quantity of 310 linear feet and a unit price of \$67 .35 per LF, however, for this additional 1,800 linear feet needed to finish the job the unit price for this pipe will be \$73.97 per LF to account for the material cost increase since the original bid. There will be a contract credit back to the City for the 8" C-900 PVC material cost per the stored materials value and a contract savings for the labor to install the 8" C-900 PVC. The contract increases and new project totals are below.

2. CHANGE ORDER COSTS: \$71,327.75

Proposal Attached See Attached Final Quantities Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. #61- 8" CL 350 Ductile Iron	1,800 LF	\$73.97	Inc	Inc	\$133,146.00
b. Credit Back 8" C-900 PVC	1,495 LF			-\$33.60	(\$50,232.00)
c. Credit Back 8" C-900 PVC	1,495 LF	-\$7.75			(\$11,586.25)
d.					
e.					
f.*					
TOTAL:					\$71,327.75

*If more than 6 items, provide attachments.

3. INSTITUTED BY: **Sawgrass Consulting, Inc. (Project Engineers), Fairhope Water (Utility) & Richard D. Johnson, PE (Owner's Representative)**

4. JUSTIFICATION OF NEED: See Item #1 for justification

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: This is a quantity bid project and no scope change, only a material change concerning a work item (type of pipe), all increases are based on competitively bid prices for Public Works Projects.


6. COSTS REVIEW: Quantities of bid materials as well as all field conditions that precipitated material increases shall be field verified. Since all work quantities were competitively bid, costs are within the parameter of the Contract Documents.

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- Minor change of a total monetary value less than required for competitive bidding.
 - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - Emergencies arising during the course of work.
 - Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
 - Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.
-

8. EXTENSION OF TIME REQUESTED: Working Days: 10 (for additional lead time for material procurement) – New Contract Time: 270 Working Days

RECOMMENDED:

BY: 
Paul Holm's Consulting Engineer

BY: 
Utility Representative

APPROVED:

BY: ASI - Greg Smith - See attached
Contractor

BY: _____
OWNER's Legal Advisor

BY: 
OWNER's Authorized Representative



Asphalt Services, Inc.
 11045 Old Highway 31
 Spanish Fort, AL. 36527
 Phone 251.621.9325
 Fax 251.621.9393

PROPOSED CHANGE ORDER
 CHANGE ORDER: **2**
 DATE **12/29/2021**

CUSTOMER
 ADDRESS

City of Fairhope
 PO Box 429
 Fairhope, AL 36532

Contact
 LOCATION

Church St Drainage

SCOPE OF WORK

Item	Quantity	Description	Rate	Total
1		Contract increase		
	1800 LF	8" Class 350 ductile iron water main (material - \$26.71, labor - \$47.26)	\$73.97	\$133,146.00
2		Contract saving		
	1495 LF	8" C900 PVC water main (labor only)	-\$33.60	-\$50,232.00
3		Contract credit		
	1495 LF	8" C900 PVC water main (stored material)	-\$7.75	-\$11,586.25

****Asphalt Services, Inc. requires 10 working days to complete the work listed above****

Total: \$71,327.75

Prices Good For 60 Days

Accepted By:

Submitted By:

Greg Smith

12/29/2021

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 an integral part of any existing contract on this project. A signature by an authorized representative is required for the execution of this work.



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

December 29, 2021

Honorable Mayor Sherry Sullivan
City of Fairhope
P.O. Drawer 429
Fairhope, Alabama 36533

RE: Project No. 010-20 - Church Street Utility and Drainage Improvements – Change Order No. 2

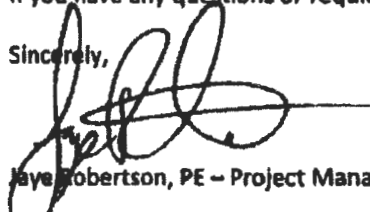
Dear Mayor Sullivan,

Please find attached the Change Order No. 2 request for the referenced project. This change order came at the request of City's Water and Sewer Department to comply with the City's new standard specifications regarding the type of material allowed for water main. The project was bid with an 8" C-900 PVC water main, that met the City's specifications at the time. To date the contractor has installed 1,205 linear feet of 8" C-900 PVC water main from STA 10+30 (Oak Avenue intersection) to STA 22+35 (mid block between Magnolia Ave. and Fairhope Ave.). To meet the City's new standard specifications, the Water and Sewer Department would like to change waterline material from 8" C-900 PVC to 8" Class 350 Ductile Iron water main for the remainder of the project. Currently the contract has line item #61- 8" CL 350 Ductile Iron water main with a quantity of 310 linear feet and a unit price of \$67.35 per LF, however, for this additional 1,800 linear feet needed to finish the job the unit price for this pipe will be \$73.97 per LF to account for the material cost increase since the original bid. There will be a contract credit back to the City for the 8" C-900 PVC material cost per the stored materials value and a contract savings for the labor to install the 8" C 900 PVC. I have attached a copy of the Change Order No. 2 request from the contractor detailing the total cost increase to the project. The contract increase and new project total are below.

Original Contract Amount:	<u>\$5,237,499.70</u>	
Revised Contract Amount (w/ CO #1):	<u>\$5,270,245.70</u>	(Approved May 24, 2021)
Change Order #2 Amount:	<u>\$71,327.75</u>	
New Contract Amount:	<u>\$5,341,573.45</u>	
Current Contract Time:	<u>260 Working Days</u>	
Additional Contract Time:	<u>10 Working Days</u>	
New Contract Time:	<u>270 Working Days</u>	

If you have any questions or require additional information, please give me a call at 251-544-7900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaye Robertson', with a long horizontal line extending to the right.

Jaye Robertson, PE – Project Manager

Sawgrass Consulting, LLC

CC:

Richard Johnson, PE , City of Fairhope Public Works Director

Jason Langley, Fairhope Public Utilities Water and Sewer Superintendent

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 Arts Alley Downtown Transit Hub for the Public Works Department (Bid Number 001-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama. The Invitation to Bid No. 001-22 Arts Alley Transit Hub was posted to the City's website on Thursday, October 14, 2021, and viewed by eighty-eight (88) vendors of the three-hundred and fifteen (315) e-notification recipients on the City's website. Five (5) vendors attended the Mandatory Pre-Bid held on Thursday, November 4, 2021, at 2:30 p.m.

[2] At the appointed time and place, the City received two (2) bids from Blade Construction, LLC and Highland Wake Construction, LLC. They were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, Blade Construction LLC with total bid proposal of \$1,237,582.23, is now awarded the bid for Arts Alley Downtown Transit Hub. Contingent on project authorization from funding stakeholders.

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 001-22 Arts Alley Downtown Transit Hub

Project Location: Downtown area around the public parking garage

Presented to City Council: 1/10/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Jessica Walker, Special Projects and Grants Manager

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 1,237,582.23

Vendor: Blade Construction LLC

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Sanitation **Cap Project** Impact Gas Tax 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 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 103-55859
G/L Acct Name: BRATS Hub Transit Shelter

Grant: _____ Federal (Not-to-Exceed)
_____ State
_____ City
_____ Local

Project Budgeted: \$ 1,152,950.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 84,632.23

Comments: *Contingent on project authorization from funding stakeholders

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____


<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>12/30/2021</u>	Purchasing Memo Date: <u>12/30/2021</u>	Delivered To Date: <u>1/3/2022</u>
Request Approved Date: <u>1/3/2022</u>	Request Approved Date: <u>1/3/2022</u>	Approved Date: <u>1/3/2022</u>
Signatures: <u>Aislinn M Stone</u>	<u>Kirin Creech</u>	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: 
Cory Pierce, Purchasing Manager

Council Members:
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACMO
Jimmy Conyers
Jay Robinson

Date: December 30, 2021

Lisa A. Hanks, MMC
City Clerk

Re: **Requesting Green Sheet and Approval by City Council to award Bid 001-22 Arts Alley Downtown Transit Hub**

The Arts Alley Downtown Transit Hub project is a revitalization effort for the area around the public parking garage in the heart of Fairhope's downtown. There will be a variety of site and vertical elements incorporated in the construction of this project such as masonry walls, wayfinding signage, site furnishings and a restroom facility that includes plumbing and mechanical. The site work involved in the project scope includes, but is not limited to drainage, tree pruning, paving, electrical, lighting, landscape, and irrigation.

Kimberly Creech
City Treasurer

This Invitation to Bid No. 001-22 Arts Alley Transit Hub Project was posted to the City's website on Thursday, October 14, 2021, and viewed by 88 vendors of the 315 e-notification recipients on the City's website. Five vendors attended Mandatory Pre-Bid held Thursday, November 4, 2021, at 2:30 P.M. The City received two bids from Blade Construction, LLC. and Highland Wake Construction, LLC.

Our recommendation is to award Bid 001-22 Arts Alley Transit Hub to Blade Construction, LLC. for One Million Two Hundred Thirty-Seven Thousand Five Hundred Eighty-Two Dollars and Twenty-Three Cents (\$1,237,582.23).

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid 001-22 Arts Alley Downtown Transit Hub to Blade Construction, LLC. for \$1,237,582.23 contingent on project authorization from funding stakeholders.

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

Enclosure

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

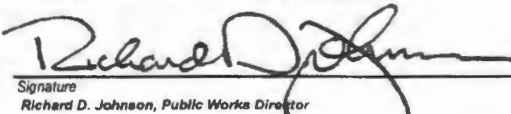
Cc: Richard Johnson, Jessica Walker

CITY OF FAIRHOPE TABULATION and Recommendation
 BID 020-21 Arts Alley Downtown Transit Hub
 BID OPENING: December 9, 2021

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	Blade Construction, LLC		Highland Wake Construction, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
GENERAL							
100	MOBILIZATION	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 49,190.16	\$ 49,190.16
101	GEOMETRIC CONTROLS	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 13,351.61	\$ 13,351.61
102	TRAFFIC CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 11,946.18	\$ 11,946.18
SUB-TOTAL GENERAL				\$	20,500.00	\$	74,487.95
ARCHITECTURAL							
200	RESTROOM / TRANSIT HUB (Including Mechanical & Electrical)	LS	1	\$ 287,454.00	\$ 287,454.00	\$ 345,965.04	\$ 345,965.04
SUB-TOTAL ARCHITECTURAL				\$	287,454.00	\$	345,965.04
HARDSCAPE							
300	DEMOLITION	LS	1	\$ 46,568.50	\$ 46,568.50	\$ 46,379.29	\$ 46,379.29
301	GRADING & SITE PREP	LS	1	\$ 17,436.25	\$ 17,436.25	\$ 25,297.80	\$ 25,297.80
302	ASPHALT	LS	1	\$ 21,475.00	\$ 21,475.00	\$ 21,503.13	\$ 21,503.13
303	CONCRETE (ALL CONCRETE WORK)	LS	1	\$ 166,032.00	\$ 166,032.00	\$ 205,345.39	\$ 205,345.39
304	ALL PAVERS (INCLUDING ALL BASE MATERIALS)	LS	1	\$ 169,732.00	\$ 169,732.00	\$ 298,147.52	\$ 298,147.52
305	TRASH ENCLOSURES & GATES	LS	1	\$ 34,750.00	\$ 34,750.00	\$ 44,674.22	\$ 44,674.22
306	SITE FURNISHINGS (Bike Racks, Benches, Bollards & Trash Cans)	LS	1	\$ 28,400.00	\$ 28,400.00	\$ 35,744.84	\$ 35,744.84
307	SIGNAGE - ALL SIGNS	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 48,138.68	\$ 48,138.68
308	PAVEMENT MARKING / STRIPING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,513.58	\$ 3,513.58
SUB-TOTAL HARDSCAPE				\$	600,893.75	\$	728,744.45
LANDSCAPE							
400	LANDSCAPE (PLANTS, SOIL, MULCH, & SOD)	LS	1	\$ 32,634.00	\$ 32,634.00	\$ 48,913.29	\$ 48,913.29
401	TREE PRUNING & FERTILIZATION (EX. OAK)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,810.87	\$ 2,810.87
402	IRRIGATION	LS	1	\$ 11,284.00	\$ 11,284.00	\$ 66,453.51	\$ 66,453.51
SUB-TOTAL LANDSCAPE				\$	46,418.00	\$	118,177.67
DRAINAGE							
500	STORMWATER DRAINAGE SYSTEM (AS PER PLANS)	LS	1	\$ 68,209.00	\$ 68,209.00	\$ 115,034.70	\$ 115,034.70
501	EROSION CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 40,054.84	\$ 40,054.84
502	VIDEO STORM DRAIN	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 16,865.35	\$ 16,865.35
SUB-TOTAL DRAINAGE				\$	76,209.00	\$	171,954.89
UTILITIES							
600	WATER	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 20,378.78	\$ 20,378.78
602	SEWER	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 11,243.45	\$ 11,243.45
603	ELECTRICAL / LIGHTING	LS	1	\$ 180,600.00	\$ 180,600.00	\$ 195,242.77	\$ 195,242.77
SUB-TOTAL UTILITIES				\$	193,600.00	\$	226,865.00
SUB-TOTAL OF ALL CATEGORIES					\$ 1,125,074.75		\$ 1,866,195.00
10% CONTINGENCY					\$ 112,507.48		\$ 166,619.50
GRAND TOTAL				\$	1,237,582.23	\$	1,832,814.50

Prior to construction, the contractor will be required to submit a schedule of values for all of the project elements for approval.

Recommendation to Award Bid to: Blade Construction, LLC


 Signature
 Richard D. Johnson, Public Works Director

12/13/2021
 Date


 Signature
 Cory Pierce, Purchasing Manager

12/13/2021
 Date

Note: Highland Wake Construction, LLC, submitted their bid with a typographical error. The figure in red is the correct dollar amount.

CHRISTIANPREUS
Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

cpladesignplanning.com

December 10, 2021

City of Fairhope
Richard Johnson, Public Works Director
Cory Pierce, Purchasing Manager
161 North Section Street
Fairhope, AL 36532

REFERENCE: ARTS ALLEY DOWNTOWN TRANSIT HUB
BID# 020-21

Dear Mr. Johnson and Mr. Pierce:

We received two bids for the above referenced project at 2:00 P. M. on December 9, 2021. Please find the certified bid tab attached which details all bids received.

We have reviewed the bid proposal from the responsive bidders, Blade Construction, LLC, and Highland Wake Construction, LLC, and all documentation appears adequate for award should the City of Fairhope choose to move forward with this project. At this time, we recommend awarding the Total Base Bid of \$1,237,582.23 to Blade Construction, LLC.

If you have any questions or need additional information concerning this bid, please do not hesitate to contact my office.

Sincerely,



Christian Preus, PLA
CPLA Principal

Attachment: Certified Bid Tab

CHRISTIAN Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

cpladesignplanning.com

ADDENDUM NO. 1

To: Plan Holders

From: Christian Preus, CPLA

Re: Arts Alley Downtown Transit Hub
City of Fairhope
Bid No. 020-21

Date: November 11, 2021

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated October 2021. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

ADVERTISEMENT FOR BIDS:

Clarifications:

Item 1.

QUESTION: The plan view shows some of the pipe to be perforated and the profile view shows solid pipe. Do I need to quote per plan view?

ANSWER: Bidder should provide bid pipe material per plan view. Attached is a revised drainage plan.

Item 2.

QUESTION: Would ADS be an approved alternate? It will be much easier to procure.

ANSWER:

Due to the limit supply and lengthy lead times for PVC materials, ADS N-12 HDPE can be used for this project.



CHRISTIAN
Landscape Architecture



Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

cpladesignplanning.com

ADDENDUM NO. 2

To: Plan Holders

From: Christian Preus, CPLA

Re: Arts Alley Downtown Transit Hub
City of Fairhope
Bid No. 020-21

Date: November 15, 2021

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated October 2021. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Change in Bid Due Date and Time

The Bid Date and Time will be **Thursday, December 9, 2021, at 2:00 P.M.**

The existing bid submission location and requirements remain the same.

The existing bid terms and conditions are also unchanged.

BID BOND

The PRINCIPAL (Bidder's name and address)

Blade Construction, LLC, 18234 CR 12 South, Foley AL 36535

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)

Bid 020-21 Arts Alley Downtown Transit Hub

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 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 9th day of December, 2021.

Blade Construction, LLC

(Principal Company)

ATTEST

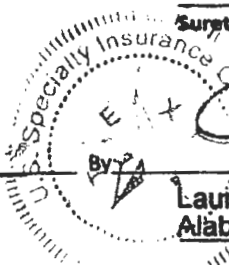
By

Colin Uter
Print Name and Title

U.S. Specialty Insurance Company

Surety Company

SURETY
ATTEST
[Signature]



[Signature]

Laura D. Mosholder, Attorney-in-fact and Alabama Licensed Nonresident Agent

Print Name and Title



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

LAURA D. MOSHOLDER

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2018231, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

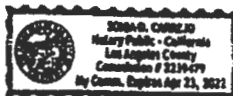
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of December, 2021.

Bond No. BB2018231

Agency No. 11680



Kio Lo
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

Arts Alley Downtown Transit Hub

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	AMOUNT
GENERAL					
100	MOBILIZATION	LS	1	11500	11500
101	GEOMETRIC CONTROLS	LS	1	5500	5500
102	TRAFFIC CONTROL	LS	1	3500	3500
SUB-TOTAL GENERAL				\$ 20,500.00	
ARCHITECTURAL					
200	RESTROOM / TRANSIT HUB (Including Mechanical & Electrical)	LS	1	287454	287454
SUB-TOTAL ARCHITECTURAL				\$ 287,454.00	
HARDSCAPE					
300	DEMOLITION	LS	1	46568.5	46568.5
301	GRADING & SITE PREP	LS	1	17436.25	17436.25
302	ASPHALT	LS	1	21475	21475
303	CONCRETE (ALL CONCRETE WORK)	LS	1	166032	166032
304	ALL PAVERS (INCLUDING ALL BASE MATERIALS)	LS	1	169732	169732
305	TRASH ENCLOSURES & GATES	LS	1	34750	34750
306	SITE FURNISHINGS (Bike Racks, Benches, Bollards & Trash Cans)	LS	1	28400	28400
307	SIGNAGE - ALL SIGNS	LS	1	15000	15000
308	PAVEMENT MARKING / STRIPING	LS	1	1500	1500
SUB-TOTAL HARDSCAPE				\$ 500,893.75	
LANDSCAPE					
400	LANDSCAPE (PLANTS, SOIL, MULCH, & SOD)	LS	1	32634	32634
401	TREE PRUNING & FERTILIZATION (EX. OAK)	LS	1	2500	2500
402	IRRIGATION	LS	1	11284	11284
SUB-TOTAL LANDSCAPE				\$ 46,418.00	
DRAINAGE					
500	STORMWATER DRAINAGE SYSTEM (AS PER PLANS)	LS	1	68209	68209
501	EROSION CONTROL	LS	1	2500	2500
502	VIDEO STORM DRAIN	LS	1	5500	5500
SUB-TOTAL DRAINAGE				\$ 76,209.00	
UTILITIES					
600	WATER	LS	1	6500	6500
602	SEWER	LS	1	6500	6500
603	ELECTRICAL / LIGHTING	LS	1	180600	180600
SUB-TOTAL UTILITIES				\$ 193,600.00	


SUB-TOTAL OF ALL CATEGORIES	\$ 1,125,074.75
10% CONTINGENCY	\$ 112,507.48
GRAND TOTAL	\$ 1,237,582.23

Prior to construction, the contractor will be required to submit a schedule of values for all of the project elements for approval.

Blade Construction LLC
PO Box 359, Bon Secour
AL, 36511

END OF SECTION 012200

Colin Uter


President 12/9/21

Blade Construction LLC
PO Box 359, Bon Secour
AL 36511
AL Lic No 44220

received
12/9/21 5:00pm
NH

Bid For The City Of Fairhope
Arts Alley Downtown Transit Hub
Bid No 020-21
To be Opened @ 2:00PM 12/9/21

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 Janitorial Services for City Buildings for the City (Bid No. 037-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Janitorial Services for City Buildings

[3] After evaluating the bid proposals with the required bid specifications, TTB Inc dba ServiceMaster Action Cleaning, with a bid proposal for janitorial services including supplies not-to-exceed \$79,500.00, carpet cleaning \$8,406.30, and floor waxing \$14,504.05 for a total not-to-exceed \$102,410.35 shown in the attached bid tabulation, is now the awarded bid for the City.

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 037-21 Janitorial Services for City Buildings

Project Location: City Hall, City Services and Public Utilities Building

Presented to City Council: 1/10/2021

Funding Request Sponsor: George Ladd, Assistant Public Works Director

Resolution #: Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 102,410.35 (Not-to-Exceed)

Vendor: TTB Inc dba ServiceMaster Action Cleaning

Project Engineer: n/a

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

JAN 5 '22 PM 3:33 JAW

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 City-26 Street-35 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed XXX
 Capitalized _____
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital _____
 Unfunded _____

Expense Code: xxx-50360
 G/L Acct Name: General Maintenance

Grant: _____ Federal (Not-to-Exceed)
 _____ State
 _____ City
 _____ Local

Project Budgeted: \$ _____
 Balance Sheet Item-
 Included in projected cash flow

Over (Under) budget amount: \$ 102,410.35

Comments: Not-to-Exceed \$79,500 for janitorial services including supplies, \$8,406.30 for carpet cleaning, and \$14,504.05 for floor waxing.
Please see attached Cost Analysis

Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 12/28/2021 Purchasing Memo Date: 12/28/2021 Delivered To Date: 1/3/2022

Request Approved Date: 1/3/2022 Request Approved Date: 1/3/2022 Approved Date: 1/3/2022

Signatures: Aislinn M Stone Kim Creech Mayor Henry Stovall



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: 
Cory Pierce, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACO
Jimmy Conyers
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: December 28, 2021

Re: **Requesting Green Sheet and approval by City Council to award Bid 037-21 Janitorial Services for City Buildings**

The Assistant Director of Public Works, George Ladd, has requested to procure Janitorial Services for City Buildings. The buildings included in this bid are City Hall, City Services and Public Utilities Building, Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office), Mechanic Shop, Fairhope Museum of History, and the Elevator/Stairwell Parking Garage. Also included in this bid were prices for carpet cleaning, waxing of floors, and additional time for services that fall outside the basic scope of services (Regular Time, Overtime, Overtime Holidays).

This Invitation to Bid No. 037-21 Janitorial Services for City Buildings was posted to the City's website on Tuesday, July 27, 2021, and viewed by 77 vendors of the 307 e-notification recipients on the City's website. Four vendors attended the mandatory Pre-Bid meeting held Wednesday, August 4, 2021, at 10:00 A.M. Of these four vendors, three submitted bid responses as this bid was opened Monday, August 16, 2021.

Our recommendation is to award Bid 037-21 to TTB Inc., DBA ServiceMaster Action Cleaning for an initial 12 months for Seventy-Nine Thousand Five Hundred Dollars (\$79,500.00) for cleaning and supplies are included. The City requires three carpet cleanings a year. ServiceMaster Action Cleaning has bid \$0.10 per square foot for a total of Two Thousand Eight Hundred Two Dollars and Ten Cents (\$2,802.10) each clean. The total cost for three cleanings will be Eight Thousand Four Hundred Six Dollars and Thirty Cents (\$8,406.30). The City requires one floor waxing per year, and ServiceMaster Action Cleaning has bid \$0.55 per square foot for a total of Fourteen Thousand Five Hundred Four Dollars and Five Cents (\$14,504.05). Ms. Tina Burdine, CFO of TTB Inc., DBA ServiceMaster Action Cleaning was contacted on Monday, December 6, 2021, and she confirmed that the ServiceMaster Action Cleaning will still honor the prices in their bid response.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid 037-21 Janitorial Services for City Buildings to TTB Inc., DBA ServiceMaster Action Cleaning for a not-to-exceed price of \$79,500.00 for janitorial services including supplies, not-to-exceed price of \$8,406.30 for carpet cleaning, and a not-to-exceed price of \$14,504.05 for floor waxing.

Enclosure

Cc: George Ladd, Clint Steadham

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

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

Janitorial Services - Cost Analysis

Janitorial Inhouse Services

Inhouse Labor	61,951.00
Employment Taxes	4,739.25
Workers Comp Expense	1,672.68
Inhouse Supplies	<u>3,100.00</u>

Total Janitorial Inhouse 71,462.93

Contracted Janitorial Services 79,500.00

Additional Services

Carpet Cleaning	8,406.30
Floor waxing	14,504.05

CITY OF FAIRHOPE Tab
 Bid 037-21 Janitorial Services for City Buildings
 Opened August 16, 2021 at 10 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Disclosure Information	Bid Bond	Addenda 1,2,3	Vendor Compliance (Y/N)
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	Y	Y	Y	Y	Y
Mobile Janitorial	Y	Y	Y	Y	Y
ServiceMaster Clean	Y	Y	Y	Y	Y

City Hall/Council Chambers						
	Initial Term	12 months	Carpet Cleaning		Waxing	
			SqFt	Total Building	SqFt	Total Building
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$2,583.00	\$30,756.00	\$0.12	\$150.00	No Bid	No Bid
Mobile Janitorial	\$2,400.00	\$28,800.00	\$0.15	\$1,200.00	\$0.50	\$4,000.00
ServiceMaster Clean	\$2,085.00	\$25,020.00	\$0.10	\$250.00	\$0.55	\$350.00

City Services and Public Utilities Building						
	Initial Term	12 months	Carpet Cleaning		Waxing	
			SqFt	Total Building	SqFt	Total Building
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$2,041.00	\$24,492.00	\$0.12	\$398.00	\$0.35	\$1,742.00
Mobile Janitorial	\$2,488.80	\$28,865.60	\$0.15	\$1,244.40	\$0.50	\$4,148.00
ServiceMaster Clean	\$1,350.00	\$16,200.00	\$0.10	\$250.00	\$0.55	\$350.00

Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office)						
	Initial Term	12 months	Carpet Cleaning		Waxing	
			SqFt	Total Building	SqFt	Total Building
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$857.00	\$10,284.00	No Bid	No Bid	No Bid	No Bid
Mobile Janitorial	\$880.50	\$10,566.00	\$0.15	\$440.25	\$0.50	\$1,467.50
ServiceMaster Clean	\$836.00	\$10,032.00	\$0.10	\$250.00	\$0.55	\$350.00

Mechanic Shop						
	Initial Term	12 months	Carpet Cleaning		Waxing	
			SqFt	Total Building	SqFt	Total Building
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$544.00	\$6,528.00	No Bid	No Bid	No Bid	No Bid
Mobile Janitorial	\$255.00	\$3,060.00	\$0.15	\$127.50	\$0.50	\$425.00
ServiceMaster Clean	\$700.00	\$8,400.00	\$0.10	\$250.00	\$0.55	\$350.00

Fairhope Museum of History						
	Initial Term	12 months	Carpet Cleaning		Waxing	
			SqFt	Total Building	SqFt	Total Building
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$1,238.00	\$14,856.00	No Bid	No Bid	No Bid	No Bid
Mobile Janitorial	\$1,887.00	\$22,644.00	\$0.15	\$943.50	\$0.50	\$3,145.00
ServiceMaster Clean	\$1,231.00	\$14,772.00	\$0.10	\$250.00	\$0.55	\$350.00

Elevator/Stairwell Parking Garage						
	Initial Term	12 months	Initial Term	12 months	Initial Term	12 months
	Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$275.00	\$3,300.00	\$275.00	\$3,300.00	\$275.00	\$3,300.00
Mobile Janitorial	\$7,911.30	\$94,935.60	\$7,911.30	\$94,935.60	\$7,911.30	\$94,935.60
ServiceMaster Clean	\$423.00	\$5,076.00	\$423.00	\$5,076.00	\$423.00	\$5,076.00

	Totals					
	Initial Term Total	12 Month Total	Carpet Cleaning		Waxing	
			SqFt	Total Building	SqFt	Total Building
Executive Cleaning Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Jani-King of Mobile	\$7,518.00	\$90,216.00	\$0.24	\$548.00	\$0.35	\$1,742.00
Mobile Janitorial	\$15,822.60	\$189,871.20	\$0.75	\$3,955.65	\$2.50	\$13,185.50
ServiceMaster Clean	\$6,825.00	\$79,500.00	\$0.50	\$1,250.00	\$2.75	\$1,750.00

Unit Prices/per hour outside the basic scope of services not included in the total bid

	Regular Time	Overtime	Overtime Holidays
Executive Cleaning Inc.	No Bid	No Bid	No Bid
Jani-King of Mobile	\$20.11	No Bid	No Bid
Mobile Janitorial	\$20.00	\$30.00	\$40.00
ServiceMaster Clean	\$23.00	\$50.00	\$50.00

Recommendation: ServiceMaster Clean

To the best of my knowledge this is an accurate Bid Tabulation



Signature

George Ladd, Public Works Assistant Director



Signature

Cory Pierce, Purchasing Manager

BID COST FORM

Bidders shall include this form completed in its entirety with its Bid.

Location: City Hall/ Council Chambers, 161 North Section Street, Fairhope, AL
(1,300 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)

Initial Term: **\$2,085.00/month** x 12 months = **\$25,020.00** Supplying Liners, Paper Products & Soap
Carpet Cleaning for contract term - **\$0.10/SqFt Total-\$250.00 minimum**/Total Building carpeted areas
Waxing of floors for contract term - **\$0.55/SqFt Total-\$350.00 minimum**/Total Building tiled areas

Location: City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL *(8,296 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)*

Initial Term: **\$1,350.00/month** x 12 months = **\$16,200.00** Supplying Liners, Paper Products & Soap
Carpet Cleaning for contract term - **\$0.10/SqFt Total-\$250.00 minimum**/Total Building carpeted areas
Waxing of floors for contract term - **\$0.55/SqFt Total-\$350.00 minimum**/Total Building tiled areas

Location: Utilities Buildings (Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office), 555 South Section Street, Fairhope, AL
(2,935 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)

Initial Term: **\$836.00/month** x 12 months = **\$10,032.00** Supplying Liners, Paper Products & Soap
Carpet Cleaning for contract term - **\$0.10/SqFt Total-\$250.00 minimum**/Total Building carpeted areas
Waxing of floors for contract term - **\$0.55/SqFt Total-\$350.00 minimum**/Total Building tiled areas

Mechanic Shop, 560 South Section Street, Fairhope, AL
(850 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)

Initial Term: **\$700.00/month** x 12 months = **\$8,400.00** Supplying Liners, Paper Products & Soap
Carpet Cleaning for contract term - **\$0.10/SqFt Total-\$250.00 minimum**/Total Building carpeted areas
Waxing of floors for contract term - **\$0.55/SqFt Total-\$350.00 minimum**/Total Building tiled areas

Fairhope Museum of History, 24 North Section St, Fairhope, AL
(6,290 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)

Initial Term: **\$1,231.00/month** x 12 months = **\$14,772.00** Supplying Liners, Paper Products & Soap
Carpet Cleaning for contract term - **\$0.10/SqFt Total-\$250.00 minimum**/Total Building carpeted areas
Waxing of floors for contract term - **\$0.55/SqFt Total-\$350.00 minimum**/Total Building tiled areas

Elevator/Stairwell Parking Garage, 8 North Church Street, Fairhope, AL
(500 is the estimated square footage. Note: Bidder is responsible for measuring building for accurately completing the Bid Cost Form)

Initial Term: **\$423.00/month** x 12 months = **\$5,076.00** Supplying Liners, Paper Products & Soap

Bid shall include all applicable cost and be provided in whole dollar amounts with no cents.

UNIT PRICES – for additional services outside the basic scope of services not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): **\$ 23.00 per hour**
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): **\$ 50.00 per hour**
- C. Overtime Holidays (City Holidays): **\$ 50.00 per hour**

The date of the commencement of the Agreement is upon a notice to proceed being issued by the City and shall extend for a period of one (1) year. No work shall commence, and no materials shall be ordered before this date. Unless written notice is given by either party, the contract is intended to include a provision to have the term automatically renew for two (2) one-year terms.

***The City of Fairhope reserves the right to add, remove and modify services, as needed during the Term of this Agreement. Workers Comp insurance coverage is required for this contract.**

If there are any deviations to the contract and scope of work, please denote it as such in your bid and indicate where exceptions are being taken. 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.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<u>ADDENDUM NO</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO</u>	<u>DATE ISSUED</u>
1	8/10/2021	2	8/10/2021
3	8/11/2021		

Each proposal must give the full business address of the proposer and must be signed by him / her with his / her usual signature. Proposals 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. Proposals 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 proposal 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 proposer 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 Request for Proposal, 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.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language: By signing this Contract, TTB Inc DBA ServiceMaster Action Cleaning represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

WITNESS our hands this 6th day of August 2021.

IF INDIVIDUAL

_____ DBA, _____ SIGNATURE of Individual Bidder Business Name

_____ Address

_____ Address

_____ City, State, Zip Code

_____ Phone Number Fax Number

_____ Primary E-mail Address

_____ FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response)

_____ AL General Contractor License No. (Attach Copy)

_____ AL General Contractor License Major Categories

_____ AL General Contractor Specialties

_____ AL Foreign Corporation Entity ID (Required of Out of State Vendors)

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

TTB Inc DBA ServiceMaster Action Cleaning

Alabama

Company Representative

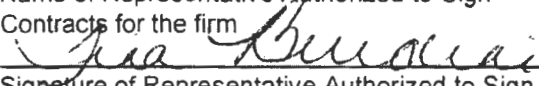
State of Incorporation

Tina Burdine

CFO

Name of Representative Authorized to Sign
Contracts for the firm

Position or Title



Signature of Representative Authorized to Sign
Contracts for the firm

N/A

Print Name(s) of Others if a Partnership

N/A

207 E Fern Ave

Address

Foley, Alabama 36535

City, State, Zip Code

251-943-3899

Phone Number

Tina@ServiceMasterActionCleaning.net

Primary E-mail Address

251-943-3469

Fax Number

Phone Number 251-943-3899

Fax Number 251-943-3469

Primary E-mail Address Tina@service-master-educational.com

FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response) N/A

AL General Contractor License No. (Attach Copy) N/A

AL General Contractor License Major Categories N/A

AL General Contractor Specialties N/A

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned authority in and for said State and County, hereby certify that Tina Burdine
Name of Bid Signer

As CFO respectively TTB Inc
Title Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, 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 6 day of August, 2021

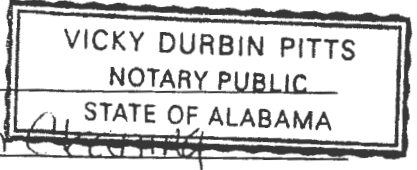
NOTARY PUBLIC Vicky Durbin Pitts
MY COMMISSION EXPIRES 8/10/2024

Business Organization

Name of Bidder (exactly as it appears on W-9): TTB Inc

Doing-Business-As Name of bidder: ServiceMaster Educational Learning

Principal Office Address: 207 E. Fern
Foley AL 36535



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

Corporation

Partnership

Individual

Joint Venture

Other describe): _____

Service Contractor References

Bidders shall include this form completed in its entirety with its Bid.

The following information is required from all Bidders so all statements of qualification may be reviewed and properly evaluated. In evaluating Bidders, City will consider the qualifications of Bidders. The City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The City may disqualify Bidders that have had prior demands placed on a bid bond, payment bond, or performance bond within the last five years prior to the date of this bid submission. City may disqualify Bidders that have prior or existing litigation arising from allegations regarding the quality of work performed on any contract within the last five years prior to the date of this bid submission. If the Agreement is to be awarded, City will award the Agreement to the Bidder whose Bid is in the best interests of the Project.

PLEASE LIST Three (3) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

Business Reference #1	
Name of Organization:	Wells Fargo
Contact Person:	Leo Henderson
Address:	Baldwin County Locations
City:	State: Zip: AL
Describe the business relationship: Provide Janitorial Services	
Business Reference #2	
Name of Organization:	Baldwin County Landfill
Contact Person:	Allison Ownes
Address:	15140 Co Rd 49
City: Summerdale	State: Zip: AL 36580
Describe the business relationship: Provide Janitorial Services	
Business Reference #3	
Name of Organization:	MediaComm
Contact Person:	Lee Beck
Address:	25508 Cabinet Shop
City: Loxley	State: Zip: AL 36551
Describe the business relationship: Provide Janitorial Services	

Signature Submittal–Disclosure Information
Bidders shall include this form completed in its entirety with its Bid.

1. DISCLOSURE INFORMATION. Bidder shall disclose any possible conflict of interest with the City of Fairhope, including, but not limited to, any relationship with any City of Fairhope employee. Bidder response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fairhope employee or elected City of Fairhope official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/bid to be eligible for consideration.

Please check one of the following two options, as it appropriately applies to your firm:

- 1) NO KNOWN RELATIONSHIP EXISTS
 2) RELATIONSHIP EXISTS

(Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE:** Each Bidder shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

3. ACKNOWLEDGEMENT OF ADDENDA. Acknowledge receipt of addenda for this invitation to bid, Invitation to Bid, or request for qualification by signing and dating below. All addenda are hereby made a part of the bid or Invitation to Bid documents to the same extent as though it were originally included therein. Bidders/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Bidder to disqualification.

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the Invitation to Bid document name as well as the name and address of the firm. All bids shall be submitted in accordance with the attached City of Fairhope specifications and bid documents attached hereto. Each Bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid or statements of qualification that violates or conflicts with state, local, or federal laws, ordinances, or policies will be rejected.

THE BIDDER ACKNOWLEDGES WITH THE SUBMISSION OF A BID THAT HE/SHE HAS REVIEWED THE TERMS AND CONDITIONS OF THIS BID AND ACCEPTS THEM. BID SHEETS MUST BE SIGNED BY COMPANY OWNER OR AUTHORIZED PERSONNEL AND NOTARIZED. ALL BIDS MUST BE RECEIVED IN PERSON OR BY MAIL:

**City of Fairhope, Purchasing
555 S Section Street
Fairhope, AL**

BID BOND

The PRINCIPAL (Proposer's name and address):

TTB, Inc.
207 E. Fern Ave
Foley, AL 36535

The OWNER (Name and Principal place of business):

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

The BID No. for which the Principal's Proposal is submitted (Bid Name as it appears in the Bid Documents):

Bid No. 037-21 Janitorial Services for City Buildings

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 9th day of August, 2021.

TTB, Inc.
Principal (Company)

ATTEST
Jana Kuvaii by Tina Parlike

Ruby L. McConnell, Atty In Fact
Print Name and Title
Ruby L. McConnell
Surety Company The Gray Casualty and Surety Company

SURETY ATTEST
Witnessed Russell Bowie by

Russell Bowie, Senior Bond Executive
Print Name and Title

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

222830

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint L.M. Bryant, Johnny R. Pitts, Lauren Blair, and Ruby L. McConnell of Memphis, Tennessee jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLV ED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of August, 2021.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



Company ID Number: 1413031

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	TTB Inc
Company Facility Address	207 E Fern Ave Foley, AL 36535
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	631116435
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TTB Inc

2 Business name/disregarded entity name, if different from above
dba ServiceMaster Action Cleaning

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
207 E Fern Ave

6 City, state, and ZIP code
Foley, AL 36535

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
6	3		-	1	1	1	6	4	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Tina K... ..</i>	Date ▶ <i>8/4/21</i>
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

ADDENDUM 1
CITY OF FAIRHOPE

Bid 037-21 Janitorial Services for City Buildings

The bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by George Ladd, Assistant Director of Public Works:

These following questions are from Potential bidders:

QUESTION #1: Whose responsibility is it for paper products, soap etc....?

ANSWER #1: This would be the responsibility of the awarded vendor.

QUESTION #2: Could a backpack vacuum without roller brush be used?

ANSWER #2: A backpack vacuum would be acceptable.

QUESTION #3: The square footage for City Hall / Council Chambers is that correct? According to the floor plan you provided us, the area is considerably larger than 1300 sq ft?

ANSWER #3: Yes. The estimated space to be cleaned is 1,300 sq ft as stated in the bid.

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

Acknowledged:

ITB Inc dba ServiceMaster Action
Company (cleaning)
Joe Rucinski
By

Purchasing Manager
City of Fairhope
Posted: 8/10/2021

ADDENDUM 2
CITY OF FAIRHOPE

Bid 037-21 Janitorial Services for City Buildings

The bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by George Ladd, Assistant Director of Public Works:

These following questions are from Potential bidders:

QUESTION #1: At the Fairhope Museum of History – The responsibilities are to dust office and common areas... Does this include displays and artifacts?

ANSWER #1: This would not include displays and artifacts.

QUESTION #2: The Utilities Building on Page 17 shows 3 days a week however the Detail Scope on Page 20 shows daily services which in your specifics is defined at Monday through Friday services. Can you please verify the days per week?

ANSWER #2: The days of the week are defined as “Monthly cleaning shall be defined as the second Wednesday of the month during non-business hours. Daily cleaning shall be defined as Monday through Friday during non-business hours. Three times a week cleaning shall be defined as Monday, Wednesday, and Friday during non-business hours.” **Please see the Revised Exhibit A below.**

REVISED EXHIBIT A

DETAIL SCOPE OF SERVICES BY LOCATION: City of Fairhope, City Hall
161 North Section Street, Fairhope, AL

Restrooms

Frequency: Daily

1. Clean and sanitize all fixtures and countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean and sanitize shower stalls (If applicable).
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

Kitchen and Breakroom Areas

Frequency: Daily

1. Clean and sanitize all countertops and sinks.
2. Empty wastebaskets and containers including changing liners.
3. Transport trash to designated area.
4. Clean fingerprints and smudges around light switches and doors.

Offices and Common Areas

Frequency: Daily

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Clean and sanitize drinking fountains.
4. Clean fingerprints and smudges around light switches and doors.

Frequency: Daily

1. Wipe doors and hardware.
2. Dust office furniture (Papers on desk are not to be disturbed).
3. Dust windowsills and surrounding areas.

Frequency: Monthly

1. High dust above hand height all horizontal surfaces, including shelves, moldings and ledges.
2. Remove dust and cobwebs from ceiling areas.

All Non- Carpeted Floors

Frequency: Daily

1. Dust mop or sweep.

Frequency: Three Times Weekly

1. Damp mop all non-carpeted floors.

All Carpeted Areas

Frequency: Daily

1. Vacuum entire carpeted areas or as needed.

Stairways and Halls

Frequency: Daily

1. Dust mop or sweep steps.

REVISED EXHIBIT A (Continued)

DETAIL SCOPE OF SERVICES BY LOCATION: City Services and Public Utilities Building 555 South Section Street, Fairhope, AL

Restrooms

Frequency: Daily

1. Clean and sanitize all fixtures and countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean and sanitize shower stalls (If applicable).
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

Kitchen and Breakroom Areas

Frequency: Daily

1. Clean and sanitize all countertops and sinks.
2. Empty wastebaskets and containers including changing liners.
3. Transport trash to designated area.
4. Clean fingerprints and smudges around light switches and doors.

Offices and Common Areas

Frequency: Daily

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Clean and sanitize drinking fountains.
4. Clean fingerprints and smudges around light switches and doors.

Frequency: Daily

1. Wipe doors and hardware.
2. Dust office furniture (Papers on desk are not to be disturbed).
3. Dust windowsills and surrounding areas.

Frequency: Monthly

1. High dust above hand height all horizontal surfaces, including shelves, moldings and ledges.
2. Remove dust and cobwebs from ceiling areas.

All Non- Carpeted Floors

Frequency: Daily

1. Dust mop or sweep.

Frequency: Three Times Weekly

2. Damp mop all non-carpeted floors.

All Carpeted Areas

Frequency: Daily

1. Vacuum entire carpeted areas or as needed.

Halls

Frequency: Daily

1. Dust mop or sweep steps.

REVISED EXHIBIT A (Continued)

DETAIL SCOPE OF SERVICES BY LOCATION: Utilities Buildings
(Gas Department, Water Department, Electric Department, and Purchasing Warehouse/Supply Office)
555 South Section Street, Fairhope, AL

Restrooms

Frequency: Three Times Weekly

1. Clean and sanitize all fixtures and countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean and sanitize shower stalls (If applicable).
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

Kitchen and Breakroom Areas

Frequency: Three Times Weekly

1. Clean and sanitize all countertops and sinks.
2. Empty wastebaskets and containers including changing liners.
3. Transport trash to designated area.
4. Clean fingerprints and smudges around light switches and doors.

Offices and Common Areas

Frequency: Three Times Weekly

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Clean and sanitize drinking fountains.
4. Clean fingerprints and smudges around light switches and doors.

Frequency: Three Times Weekly

5. Wipe doors and hardware.
6. Dust office furniture (Papers on desk are not to be disturbed).
7. Dust windowsills and surrounding areas.

Frequency: Monthly

8. High dust above hand height all horizontal surfaces, including shelves, moldings and ledges.
9. Remove dust and cobwebs from ceiling areas.

All Non- Carpeted Floors

Frequency: Three Times Weekly

1. Dust mop or sweep.

Frequency: Three Times Weekly

2. Damp mop all non-carpeted floors.

All Carpeted Areas

Frequency: Three Times Weekly

1. Vacuum entire carpeted areas or as needed.

Halls

Frequency: Three Times Weekly

1. Dust mop or sweep steps.

REVISED EXHIBIT A (Continued)

DETAIL SCOPE OF SERVICES BY LOCATION: Mechanic Shop

560 South Section Street, Fairhope, AL

Restrooms

Frequency: Daily

1. Clean and sanitize all fixtures.
2. Clean and sanitize all countertops.
3. Clean and sanitize all toilets, stall walls and surrounding areas.
4. Clean mirrors as needed.
5. Empty wastebaskets and containers including changing liners.
6. Transport trash to designated area.
7. Restock dispensers including soap and paper products as needed.

Offices and Common Areas

Frequency: Daily

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Wipe doors and fixtures.
4. Clean and sanitize drinking fountains.
5. Clean fingerprints and smudges around light switches and doors.

Frequency: Daily

1. Dust office furniture (Papers on desk are not to be disturbed).
2. Dust window sills and surrounding areas.

Frequency: Monthly

1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas

All Non- Carpeted Floors

Frequency: Daily

1. Dust mop or sweep.

Frequency: Three Times Weekly

2. Damp mop all non-carpeted floors.

All Carpeted Areas

Frequency: Daily

1. Vacuum entire carpeted areas or as needed.

REVISED EXHIBIT A (Continued)

DETAIL SCOPE OF SERVICES BY LOCATION: Fairhope Museum of History

24 North Section Street, Fairhope, AL

Restrooms

Frequency: Three Times Weekly

1. Clean and sanitize all fixtures and all countertops.
2. Clean and sanitize all toilets, stall walls and surrounding areas.
3. Clean mirrors as needed.
4. Empty wastebaskets and containers including changing liners.
5. Transport trash to designated area.
6. Restock dispensers including soap and paper products as needed.

Kitchen and Breakroom Areas

Frequency: Three Times Weekly

1. Clean and sanitize all countertops and surfaces.
2. Clean and sanitize sinks.
3. Empty wastebaskets and containers including changing liners.
4. Transport trash to designated area.
5. Clean fingerprints and smudges around light switches and doors.

Offices and Common Areas

Frequency: Three Times Weekly

1. Empty wastebaskets including changing liners.
2. Transport trash to designated areas.
3. Wipe doors and fixtures.
4. Clean and sanitize drinking fountains.
5. Clean fingerprints and smudges around light switches and doors.

Frequency: Three Times Weekly

6. Dust office furniture (Papers on desk are not to be disturbed).
7. Dust windowsills and surrounding areas.

Frequency: Monthly

8. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
9. Remove dust and cobwebs from ceiling areas

All Non- Carpeted Floors

Frequency: Three Times Weekly

1. Dust mop or sweep.
2. Damp mop.

All Carpeted Areas

Frequency: Three Times Weekly

1. Vacuum carpeted areas.

Stairways and Halls

Frequency: Three Times Weekly

1. Dust mop or sweep steps.

Frequency: Three Times Weekly

1. Damp mop steps.

Elevator

Frequency: Frequency: Three Times Weekly

1. Damp mop floor.
2. Damp clean walls and railings.

REVISED EXHIBIT A (Continued)

**DETAIL SCOPE OF SERVICES BY LOCATION: Elevator/Stairwell Parking Garage
8 North Church Street, Fairhope, AL**

Stairways and Halls

Frequency: Three Times Weekly

1. Dust mop or sweep steps.

Frequency: Three Times Weekly

1. Damp mop steps.

Elevator

Frequency: Three Times Weekly

1. Damp mop floor.
2. Damp clean walls and railings.

Bidders are to sign and include signed **Addendum 2** with submitted bid documents.

Acknowledged:

TTB Inadba Service Kester
Company

Adrian
Cleaning

Wade Boudreau
By

Purchasing Manager
City of Fairhope
Posted: 8/10/2021

ADDENDUM 3
CITY OF FAIRHOPE

Bid 037-21 Janitorial Services for City Buildings

The bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by George Ladd, Assistant Director of Public Works:

NOTICE: This bid opening will be extended from 10:00 a.m. Thursday, August 11, 2021, until 10:00 a.m., Monday, August 16, 2021.

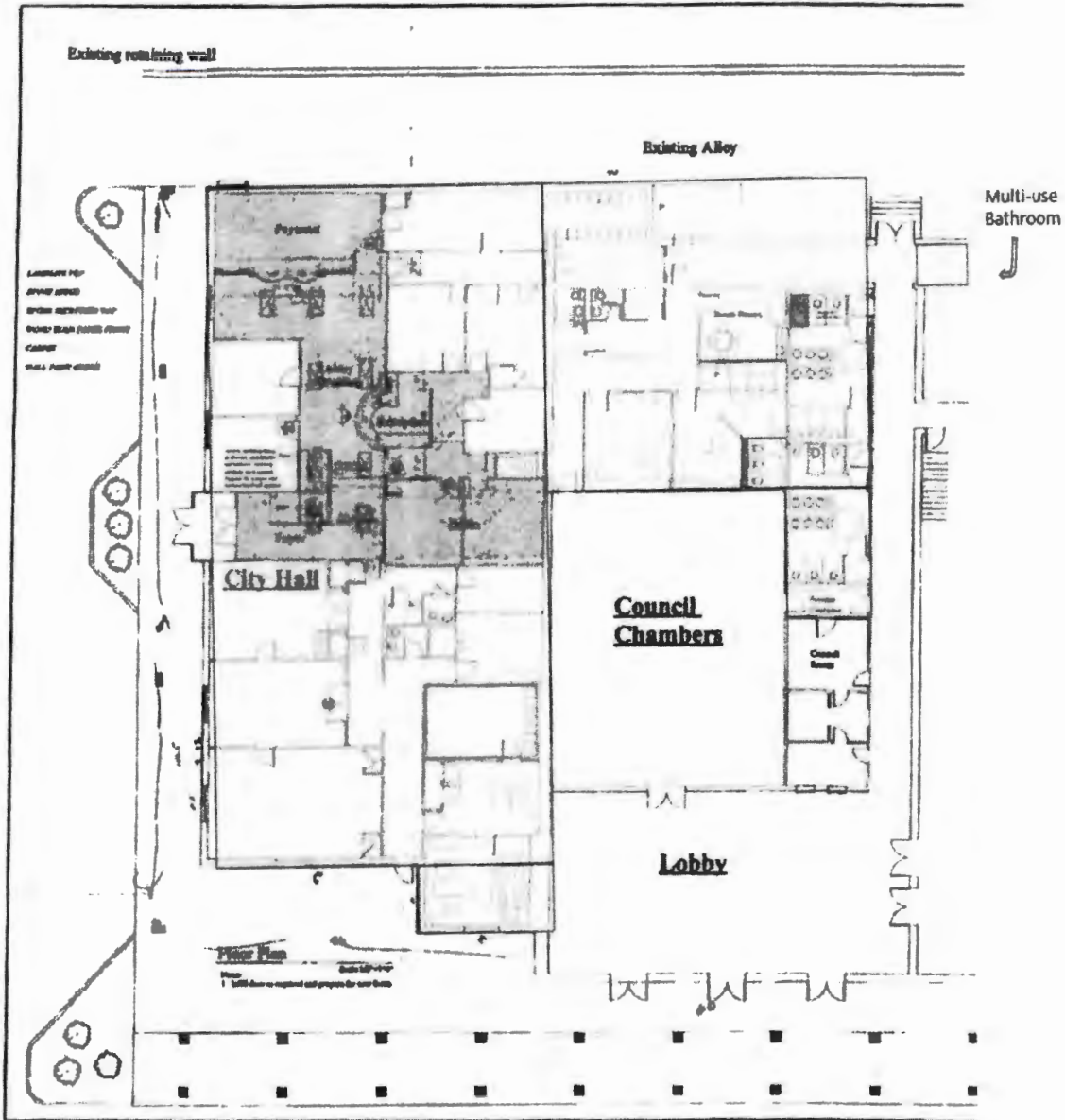
These following questions are from Potential bidders:

QUESTION #1: Will the Council Chamber and Delchamps Suites be included in this bid?

ANSWER #1: No. The Council Chambers and Delchamps Suites will not be included in this bid.

QUESTION #2: Is the correct square footage 1,300 sq ft for City Hall?

ANSWER #2: No. The correct square footage for cleaning City Hall will be an estimated 8,000 sq ft. Both male, female and multi-use bathrooms will be included. Please see the floor plan below. The cleaning area is highlighted in yellow. Please disregard Answer #3 in Addendum #1.



Bidders are to sign and include signed **Addendum 3** with submitted bid documents.

Acknowledged:

TTP Inc dba ServiceMaster Action Cleaning
 Company
Ina Budaw
 By

Purchasing Manager
 City of Fairhope
 Posted: 8/11/2021

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 three (3) in-car and three (3) body cameras for the Police Department from WatchGuard Video as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$18,840.00.

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of three (3) In-Car and three (3) Body Cameras

Project Location: Police Dept

Presented to City Council: 1/10/2021

Funding Request Sponsor: Stephanie Hollinghead, Chief of Police

Resolution #: Approved _____
 Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 18,840.00

Vendor: WatchGuard Video

Project Engineer: n/a

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

JAN 4 10:22 AM 10:22 *JSW*

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed
 Capitalized XXX
 Inventoried

Funding Source:

Operating Expenses
 Budgeted Capital XXX
 Unfunded

Expense Code: 001150-50470
 G/L Acct Name: Purchases Vehicles and Equipment

Grant: _____ Federal (Not-to-Exceed)
 _____ State
 _____ City
 _____ Local

Project Budgeted: \$ 18,990.00
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ (150.00)

Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

Comments:

Watchguard Video is a sole source distributor of these cameras and work specifically with the software that the City already owns.

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 12/29/2021 Purchasing Memo Date: 12/29/2021 Delivered To Date: 1/3/2022

Request Approved Date: 1/3/2022 Request Approved Date: 1/3/2022 Approved Date: 1/3/2022

Signatures: Aislinn M Stone Kilin Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 29, 2021

Re: **Green Sheet and City Council Approval of In-Car and Body Cameras**

The Chief of Fairhope Police Department, Stephanie Hollinghead, is requesting procurement of three (3) In-Car Cameras and three (3) Body Cameras. These cameras will be mounted in the new police vehicles and the Body Cameras will be used by the police officers. WatchGuard Video is a sole source distributor of these cameras and work specifically with the software that the City already owns, therefore, no other quotes were obtained.

This purchase was approved in the 2022 budget for Eighteen Thousand Nine Hundred Ninety Dollars (\$18,990.00). The total cost for this procurement will be Eighteen Thousand Eight Hundred Forty Dollars (\$18,840.00); therefore, coming in under budget.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for three (3) In-Car Cameras and three (3) body cameras for \$18,840.00.

CC file, Stephanie Hollinghead, Clint Steadham

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

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



Quote For:

**Fairhope Police Department
Attn: DJ White**

Reference:

(3) 4RE/ (3) Vista EL4 / Spare Parts / NASPO OK-MA-145-010

Quote By:

**WatchGuard Video / Motorola Solutions
Snehal Patel**

Date: 11-12-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661



Prepared For:

Fairhope Police Department - Attention: DJ White
(3) 4RE/ (3) Vista EL4 / Spare Parts / NASPO OK-MA-145-010

QUOTATION - DFK-0217-05

DATE: 11-12-21

Deliverables / Materials / Services	Qty	Sell Price	Amount
4RE (VISTA WiFi Integration Ready), Standard DVR with HD Mini Zoom Front Camera, Cabin Camera, VISTA WiFi Radio Base and Smart PoE Switch. VISTA WiFi sold separately. IV-BND-VW-MZ-10 4RE/VISTA WiFi Bundle Standard DVR Camera System HD Mini Zoom Front Camera Touch Screen Display Integrated 200GB automotive grade hard drive 32GB USB removable thumb drive Rear facing cabin camera Internal GPS 1 Yr Hardware Warranty Cabling and your choice of mounting bracket. VISTA WiFi Radio Base Smart PoE Switch 4RE Firmware Record-After-the-Fact® (RATF) technology Multiple Resolution Encoding H.264 High Profile Video Compression	3	\$4,755.00	\$14,265.00
VISTA HD, WiFi Extended Wearable Camera, with Magnetic Center Mount BW-VWF-11-- VISTA HD, WiFi Extended Wearable Camera, Enhanced ESD Protection Magnetic Center Mount	3	\$995.00	\$2,985.00
Warranty, VISTA 1st Year (Months 1-12) Included WGW00149-001	3	\$0.00	\$0.00

Warranty, 4RE, In-Car, 1st Year (Months 1-12) WGW00124	3	\$0.00	\$0.00
Evidence Library CLOUD-SHARE - Basic WGP02418-100	3	\$0.00	\$0.00
Evidence Library Software Maintenance, 1st Year (Months 1-12) WGW00155-100	3	\$0.00	\$0.00
BRACKET, 4RE/M500 DISPLAY, WiFi Camera/ZOOM CAMERA MOUNT, VISOR POST, 2015+ TAHOE KIT WGP02225-102-KIT2	3	\$0.00	\$0.00
MikroTik Configured Wireless Kit, 802.11n, Drill Mount IV-ACK-WF-CP-DM MikroTik Configured Wireless Kit, 4RE In-Car 802.11n Radio, Antenna, PoE, 2-10' Ethernet Cables Drill Mount	3	\$200.00	\$600.00
VISTA, USB Charging Base, CE Mark, R2 Kit, incl. Power and USB Cables WGA00537-300-KIT	3	\$95.00	\$285.00
VISTA, 7 Port USB Hub, w/ external power supply WGP02364	1	\$30.00	\$30.00
Evidence Library 4 Web 4RE In-Car Device License Key WGP02400-100	3	\$150.00	\$450.00
Evidence Library 4 Web 4RE Combo-Discount Device License Key WGP02400-300	3	\$75.00	\$225.00
Shipping - BWC Unit FRT-BWC-01 Freight delivery for each Body Worn Camera Unit	3	\$0.00	\$0.00
Shipping - ICV Unit FRT-ICV-01 Freight delivery for each In Car Video Unit	3	\$0.00	\$0.00

Total Price

\$18,840.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. (3) 4RE EL4 / (3) Vista WIFI Integration Spare Parts
8. NASPO OK-MA-145-010

Quoted by: Snehal Patel - 800-605-6734 - snehal.patel@motorolasolutions.com

Motorola Solutions, Inc.
Snehal Patel
Date _____

Re: DFK-0217-05

Agency: Fairhope Police Department

Total Cost: \$18,840.00

Contract Reference: (3) 4RE/ (3) Vista EL4 / Spare Parts / NASPO OK-MA-145-010

Please be advised that the Fairhope Police Department will purchase the goods and/or services offered in your Quote DFK-0217-05. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'DFK-0217-05' and be sent to:

Fairhope Police Department

Attn: _____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Fairhope Police Department

Attn: _____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "**Acknowledgement**") is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 ("**Watchguard**") and the entity set forth in the signature block below ("**Customer**"). Watchguard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement ("**MCA**") and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties' Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to 'Customer' within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties' Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

Customer: Fairhope Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____



4RE Vehicle Information

Thank you for purchasing the 4RE In-car Video System! To complete your order we will need some additional information. Please fill out this questionnaire, save a copy and email it to your Sales Manager as soon as possible. If you have any questions or concerns about completing this document please let your Sales Manager know.

Department Name: **Fairhope Police Department** Contact: **DJ White**

How many 4RE systems are on your order? **3**

Please list the vehicle types and equipment location preference below.

The default location selection below is the most commonly used configuration among our customers and will allow more mounting options than any other configuration we offer. Please call your Sales Manager if you have any questions or concerns regarding these options.

Qty	Vehicle (Year, Make & Model)	DVR Location	Display Location	HiFi Mic Base Location	WiFi Antenna Location (For Wireless Upload Only)
3	2021 Ford Interceptor	Trunk/Cage	Passenger Visor Post	Passenger Visor Post	Trunk (drill hole)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	Roof (drill hole)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)
		Trunk/Cage	Passenger Visor Post	Passenger Visor Post	ELX (no WiFi)

Installation

Who is responsible for the 4RE installations? **Mechanics**

Who is responsible for removing existing video systems? **Mechanics**

Please provide contact information for your installer so we can provide training and/or support as needed.

Company Name: **City of Fairhope**

Contact: **David Bell**

Address:

Contact Number: **(251) 928-2136**

NOTES:



26th of February 2021

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System, the High-Fidelity Wireless Microphone System, and the VISTA and V300 wearable camera systems. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey. WatchGuard is the only company able to provide warranties and maintenance for the above-mentioned products.

Additionally, several important and unique features are available only with these products;

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68-degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.



VISTA, VISTA WiFi, & VISTA XLT

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of recording at least 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
 - Quick Connect Mobile Charger
 - VISTA XLT Point-of-View Mounting

V300

- The WatchGuard V300 HD body camera and its continuous-operation capabilities solve the dilemma of keeping cameras and officers productive beyond a 12-hour shift. A detachable battery is easily changed by the officer, and 128GB of memory ensures space for all recorded events. The only wearable camera to integrate with the WatchGuard Video Evidence Library and EvidenceLibrary.com video and evidence management applications.
 - Detachable Battery - Easily change the WatchGuard V300 detachable battery while on the go.
 - Wireless Uploading - Send critical video back to headquarters while still in the field.
 - Incident Recovery - Go back in time and capture video from events days after they happened, even when the record button was never pressed.
 - Natural Field of View - Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.
 - Integrated with In-Car System - One or more WatchGuard V300 cameras and a 4RE in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Giles Tipsword".

Giles Tipsword

MSSI Vice President of Sales - North America

WatchGuard Video, Inc.



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Stephanie Hollinghead

Date: December 14, 2021

Department: Police

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. WatchGuard Video	\$ \$18,840.00
2. Click or tap here to enter text.	\$
3. Click or tap here to enter text.	\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? In-Car Cameras & Body Cameras
- What is the total cost of the item or service? \$6,280.00 Each – Total \$18,840.00
- How many do you need? 3 (Three)
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): WatchGuard Videos
- Vendor Number: 3222
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount? \$18,990.000
- Budget code: 50470 – Capital Purchases Vehicle and Equipment

*Email completed form with quotes and other supporting documentation to
Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*



Fairhope Police Department

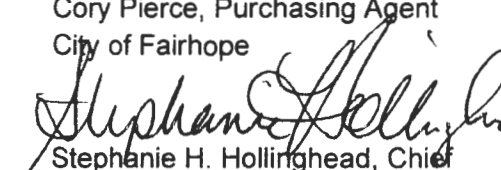
"On Beautiful Mobile Bay"

107 N. Section St.
Fairhope, AL 36532
(251) 928-2385
Fax (251) 990-0158

Stephanie H. Hollinghead
Chief of Police

DATE: December 14, 2021

TO: Cory Pierce, Purchasing Agent
City of Fairhope

FROM: 
Stephanie H. Hollinghead, Chief
Fairhope Police Department

SUBJECT: In-Car Cameras and Body Cameras

Please find attached pricing information from WatchGuard Video for the purchase of three (3) In-Car Cameras and three (3) Body Cameras. These In-Car cameras will be mounted in the new police vehicles and the Body Cameras used by the police officers. WatchGuard Video is a sole source distributor of these cameras and work specifically with the software that we already have; therefore, no other quotes were obtained.

This purchase was approved in the 2022 budget in the amount of \$18,990.00. The total cost is \$18,840.00; thereby, coming in under budget in the amount of \$150.00. Please prepare the necessary paperwork for this item to be placed on the next City Council agenda. Let me know if you need additional paperwork or have any questions.

SHH/tdh

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 two (2) 2022 Ford F-250 Crew Cab 4 x 2 Pickups or equivalent for the Public Works Department; and the type of vehicles needed are on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191

Two (2) 2022 Ford F-250 Crew Cab 4 x 2 Pickups or Equivalent
not-to-exceed \$77,976.00

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of two (2) 2022 Ford F-250s or equivalent

Project Location: Public Works

Presented to City Council: 1/10/2021

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Tim Bung, Supervisor Vehicle mechanics

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 77,976.00 (Not-to-Exceed)

Vendor: Stivers Ford Lincoln \$ _____ *1/27/22 1:27 JAW*

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Sanitation Cap Project Impact Gas Tax 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** Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 001350-50470
G/L Acct Name: Purchases Vehicles and Equipment

Project Budgeted: \$ 75,000.00 (42,000 + 33,000)
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 2,976.00

Grant: _____ Federal (Not-to-Exceed)
_____ State
_____ City
_____ Local

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

Comments: State of Alabama Division of Purchasing contract number T193A. This purchase should include a crew chassis cab, 6.2L V6 engine, 6speed auto transmission, 3.73 regular ratio axle, pickup box delete, rear view camera, tow command integrated trailer brake controller, power equipment group, spare tire/wheel/jack, and a reading SL series service body (includes rear bumper, receiver hitch, T-locking handles on Body Doors, 4/7 pin trailer plugs).

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 12/28/2021 Purchasing Memo Date: 1/28/2021 Delivered To Date: 1/3/2022

Request Approved Date: 1/3/2022 Request Approved Date: 1/3/2022 Approved Date: 1/3/2022

Signatures: Aislinn M Stone Kim Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 28, 2021

Re: **Green Sheet and City Council Approval of budgeted over \$15,000
request for two (2) Ford F-250 or equivalent**

The Assistant Director of Public Works, George Ladd, is requesting procurement of two (2) 2022 Ford F-250s or equivalent. This purchase should include a crew chassis cab, 6.2L V6 Engine, 6 Speed Auto Transmission, 3.73 Regular Ratio Axle, Pickup Box Delete, Rear View Camera, Tow Command Integrated Trailer Brake Controller, Power Equipment Group, Spare Tire/Wheel/Jack, and a Reading SL Series Service Body (Includes Rear Bumper, Receiver Hitch, T-Locking Handles on Body Doors, 4/7 Pin Trailer Plugs).

The quote for two (2) Ford F-250s with options is estimated at a total of Thirty-Eight Thousand Nine Hundred Eighty-Eight Dollars (\$38,988.00) each. The total for this purchase will be Seventy-Seven Thousand Nine Hundred Seventy-Six Dollars (\$77,976.00). This type of vehicle that is needed is on the State of Alabama Division of Purchasing contract number T193A and therefore does not have to be let out for bid.

NOTES:

See Attached Vendor CUT-SHEET printout for details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for two (2) 2022 Ford F-250s or equivalent for a not to exceed budgeted amount \$77,976.00.

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

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

CC file, George Ladd, Tim Bung, Clint Steadham

Billy Bruce
334-613-5000 Voice
334-613-5018 fax

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Effective Date: 12/16/21
Version: 22.0

2022 FORD F250 CREW CAB 4x2 PICKUP

CONTRACT NUMBER: MA999 21*235 (T191)

LINE NUMBER: 1

CONTRACT AMOUNT: \$27,575

STATE CONTRACT PRICE (T191)

	\$	27,575	X
176 Upgrade to 176" Wheelbase (Required for Box Delete)	\$	600	X
66D Pickup Box Delete	\$	(625)	X
996 6.2L V6 Engine		Std	X
44S 6-Speed Transmission		Std	X
90L Power Group	\$	1,125	X
52B Tow Command Integrated Trailer Brake Controller	\$	270	X
X37 3.73 Regular Ratio Axle		Std	X
TD8 LT245/75Rx17E All-Season Tires		Std	X
512 Spare Tire, Wheel, & Jack	\$	295	X
525 Cruise Control	\$	235	X
63R Rear Stabilizer Bar w/ Aux Springs	\$	125	X
66S Upfitter Switches (6 Toggle Switches) - HD Alternator (Code 67D) Included	\$	165	X
67D 200 Amp Alternator		NC	X
872 Rear Camera & Prep Kit	\$	415	X

SL98SW Reading SL Series Service Body - Includes Rear Bumper, Receiver Hitch, T-Locking Handles on Body Doors, 4/7 Pin Trailer Plugs

\$ 8,808 X

COLOR:

Z1 Oxford White

NC X

INTERIOR:

AS 40/20/40 Vinyl Seats - Medium Earth Gray

Std X

DELIVERY - \$1.50 PER MILE ONE-WAY

X

Total Price (each)

\$38,988

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

DATE: (Required)

PURCHASE ORDER NUMBER: (Required)

Quantity: (Required)



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: George Ladd

Date: 12/20/2021

Department: Street Department

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include thresholds like 'Under \$5,000' and 'Operational NON-Budgeted'.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Stivers Ford Lincoln, \$ 38,988.00.

Check any applicable boxes: [X] State Contract [] ALDOT [] Purchasing Group [] Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? Ford F250 Crew Cam 4X2 With Tool Body
2. What is the total cost of the item or service? \$ 38,988
3. How many do you need? One
4. Item or Service Is: [X] New [] Used [] Replacement [] Annual Request
5. Vendor Name (Lowest Quote): Stivers Ford Lincoln
6. Vendor Number: 28732
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- 1. Is it budgeted? [X] Yes [] No [] Emergency Request
2. If budgeted, what is the budgeted amount \$42,000
3. Budget code 001350-50470

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

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 approve the repair of boom on Truck #1088 for the Electric Department from Terex Utilities as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$16,365.80.

Adopted on this 10th day of January, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Repair of the boom on truck #1088

Project Location: Electric Dept

Presented to City Council: 1/10/2021

Funding Request Sponsor: Jade Fleming, Electric Superintendent
Jeremy Morgan, Assistant Electric Superintendent

Resolution #: 1088 1/10/21 JAW

Approved: _____

Changed: _____

Rejected: _____

Project Cash Requirement Requested:
Cost: \$ 16,365.80

Vendor: Terex Utilities

Project Engineer: n/a

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

Department Funding This Project

General Gas **Electric** Water Sewer Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Manna-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be: Expensed XXX
 Capitalized _____
 Inventoried _____

Funding Source: Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

Expense Code: 003-50440
 G/L Acct Name: Vehicle and Equipment Repair

Project Budgeted: \$ 16,365.80
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

Grant: _____ Federal (Not-to-Exceed)
 _____ State
 _____ City
 _____ Local

Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

Comments: Repair would include the replacement of the upper boom assembly, swap all internal boom components to new boom assembly, paint new upper boom assembly, inspect cylinder to verify no damage was done when it separated from boom and once repairs have been completed operate unit through all functions to verify unit is operating as designed.

City Council Prior Approval/Date? _____

Senior Accountant Aislinn M Stone **City Treasurer** Kim Creech **Mayor** Sherry Sullivan

Purchasing Memo Date: 12/29/2021 Purchasing Memo Date: 12/29/2021 Delivered To Date: 1/3/2022

Request Approved Date: 1/3/2022 Request Approved Date: 1/3/2022 Approved Date: 1/3/2022

Signatures: Aislinn M Stone Kim Creech Sherry Sullivan
 Aislinn M Stone Kim Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 29, 2021

Re: **Green Sheet and City Council Approval for procurement over \$15,000 for the repair of the boom on Truck #1088**

The Superintendent of the Electric Department, Jade Fleming, is requesting approval to procure repairs for the boom on Truck #1088. The weldment on the side of the upper boom where the cylinder connects has broken loose from the boom. Pictures were provided to Terex along with 3rd party annual inspection reports. Terex engineering looked at the documentation for warranty replacement consideration. The Terex warranty stated with 3rd party performing inspections the structural warranty is only covered for 5 years. Terex engineering also stated that the boom would have to be replaced.

This repair would include the replacement of the upper boom assembly, swap all internal boom components to new boom assembly, paint new upper boom assembly, inspect cylinder to verify no damage was done when it separated from boom, and once repairs have been completed operate unit through all functions to verify unit is operating as designed. This repair will cost Sixteen Thousand Three Hundred Sixty-Five Dollars and Eighty Cents (\$16,365.80). All Terex equipment are assembled in a highly technical and specialized nature. Parts and/or services associated with the assembly, installation & servicing of equipment from Terex must be purchased/performed at an authorized service center. The local sole source service center is located at Terex Utilities, 4120 Lewisburg Road, Birmingham, AL.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this repair for Truck #1088 for \$16,365.80 from Terex Utilities.

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

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

CC file, Jade Fleming, Jeremy Morgan, Clint Steadham

Estimate Only



4120 Lewisburg Road
Birmingham, AL. 35207
205-841-6411

Estimate #:	10812
Sales Order #:	
Customer #:	
Date:	December 14, 2021

Company: City of Fairhope
 Attention: Tim Bung
 Address: 555 South Section Street
 Phone: 251-990-0161
 Fax: _____
 Email: tim.bung@fairhopeal.gov

Unit #: O1088
 Equipment: Terex TL44-P
 Serial No.: 2061232335
 Odometer: _____
 Hours: _____
 Misc: _____

LINE	PART #	DESCRIPTION	NET PRICE	QTY	EXT TOTAL
1		Customer states weldment on side of the upper boom where cylinder connects has broken loose from boom			
2		Pictures were provided along with 3rd party annual inspections			
3		Emailed all information to Terex engineering and warranty for replacement consideration			
4		Terex engineering stated that boom would have to be replaced.			
5		Terex warranty stated with third performing inspections the structural warranty is only covered for 5 years.			
6		Warranty was denied, five year structural warranty has expired			
7		Copy of Terex Warranty email rejecting warranty request was supplied to customer			
8					
9		Necessary to replace upper boom assembly			
10		Swap all internal boom components to new boom assembly			
11		Paint new upper boom assembly			
12		Replace any safety, operational or identifying decals			
13		Inspect cylinder to verify no damage was done when it separated from boom			
14		Once all repairs have been completed operate unit through all functions to verify units operating as designed			
15		Estimated lead time on new boom 10-12 weeks per Terex Manufacturing			
16					
17	NPN	LABOR	\$ 4,800.00	1	\$ 4,800.00
18	NPN	Upper Boom Outer Weldment	\$ 8,765.80	1	\$ 8,765.80
19	NPN	Paint	\$ 2,800.00	1	\$ 2,800.00
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Payment Terms (Net 30, unless otherwise stated)

TOTAL \$ 16,365.80

Other: _____

This estimate is subject to our standard terms and conditions. All materials are FCA Origin; shipping & handling is not included in this estimate. Environmental fees and applicable taxes are not included in this estimate. This estimate is for stated repairs only; If during the repair cycle other items are found needing attention, the customer will be advised of costs before additional work is performed only if costs will exceed a 10% total variance from estimated price above. The estimated prices are good for thirty (30) days from the date of this estimate.

For questions regarding this estimate, please call:

Tony Cole
 Branch Manager
 Direct: 205-841-6411
 Fax: -
 Email: tony.cole@terex.com

Approval Signature (Please Print and Sign Name)

X

Purchase Order: _____

Comments, Special Instructions

Please fax or email approval with purchase order number.

Thank you for your business!

September 21, 2021

TO: City of Fairhope

FROM: Terex Utilities

Terex Utilities is a subsidiary of Terex Corporation. All Terex/Genie equipment (Genie/Terex Utilities) are assembled in a highly technical and specialized nature. Parts and/or services associated with the assembly, installation & servicing of equipment from Terex/Genie must be purchased/performed at an authorized service center. Your local sole source service center is located at:

Terex Utilities
4120 Lewisburg Road
Birmingham, AL. 35207

Sincerely,




Tony Cole
Branch Manager

Office 205-841-6411
Cell 205-215-4963
Email: tony.cole@terex.com

Terex Utilities
4120 Lewisburg Road
Birmingham, AL 35207
www.terex.com/utilities

Visit us on:



 Please join me in making a difference. Think before you print





CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Jade Bryan Fleming

Date: 12/29/2021

Department: Electric

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include thresholds like 'Under \$5,000' and 'Operational NON-Budgeted'.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Terex, \$ 16,365.80.

Check any applicable boxes: [] State Contract [] ALDOT [] Purchasing Group [x] Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? Repair Bucket for Truck #1088
2. What is the total cost of the item or service? \$16,365.80
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: [] New [] Used [x] Replacement [] Annual Request
5. Vendor Name (Lowest Quote): Terex
6. Vendor Number: 1587
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- 1. Is it budgeted? [x] Yes [] No [] Emergency Request
2. If budgeted, what is the budgeted amount? \$16,365.80
3. Budget code: 50440

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

**INDUSTRIAL DEVELOPMENT
BOARD**

NOMINEE (S)

6-Year Term

APPOINTMENTS _____.

Jeff Windham

REAPPOINTMENTS _____.

The term shall end January 2028

Lisa A. Hanks, MMC

From: Lee Webb <LeeWebb@trustmark.com>
Sent: Wednesday, December 15, 2021 11:05 AM
To: Lisa A. Hanks, MMC
Subject: RE: Fairhope Committee Application

SENT FROM AN EXTERNAL ADDRESS

Hey Lisa,
Sorry for the delayed response, but yes I am. Please advise next steps.
Thanks,
Lee

E. Lee Webb, III | Vice President | Commercial Relationship Manager
Trustmark National Bank | 236 N. Greeno Road | Fairhope, AL 36532
O: 251.929.2868 | C: 251.404.9108 | LeeWebb@trustmark.com



From: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Sent: Thursday, December 9, 2021 9:57 AM
To: Lee Webb <LeeWebb@trustmark.com>
Subject: RE: Fairhope Committee Application

Are you recommending him for the vacancy? Just making sure.

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
251-928-2136
251-990-0107 (Fax)

From: Lee Webb <LeeWebb@trustmark.com>
Sent: Thursday, December 9, 2021 9:54 AM
To: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Subject: FW: Fairhope Committee Application

SENT FROM AN EXTERNAL ADDRESS

Hey Lisa,

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

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: **Windham** First Name: **Jeff** Phone Number:
205-718-6800 Cell: **205-718-6800** Email: **jeff@hammltd.com**

Home Address: **108 D'Estrehan Road**

City: **Fairhope** State: **AL** Zip: **36532**

Business Address: **23445 Hwy 59**

City: **Robertsdale** State: **AL** Zip: **36567**

Name of Board or Committee: _____
Preferably Ind. Dev. or Historic Preservation but willing to serve where needed.

EDUCATIONAL BACKGROUND:

Bachelor of Science in Business Administration, Samford University, Birmingham AL, 1999
Masters of Accountancy, University of Alabama, Tuscaloosa AL, 2000
Juris Doctor, University of Alabama, Tuscaloosa AL, 2003

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Licensed Attorney and Member, Alabama State Bar

PROFESSIONAL EXPERIENCE:

Attorney 2003 to present
General Counsel for Professional Regional Accounting Firm - 2007 to 2015
Real Estate Investment Company CEO 2015-present

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

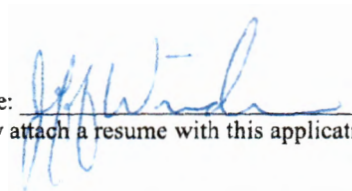
**Former Board Member and Chairman - Central Baldwin Chamber of Commerce, 2016-2021.
Additional Services - see Resume.**

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Resourceful and creative problem solving. Very community minded and invested in local community.

Resume attached.

Signature: _____



Date: _____

11-3-21

You may attach a resume with this application.

Jeffrey Neil ("Jeff") Windham, JD, CFE

108 D'Estrehan Road

Fairhope, AL 36532

Ph: (205) 718-6800

Cell: (205) 718-6800

Email: jwindham1335@gmail.com

Work Experience

- **Hamm Holdings, Inc.** Robertsdale, AL
 - President and CEO
 - June 2015 – Present

- **Forensic/Strategic Solutions, PC** Birmingham, AL
 - General Counsel / Senior Forensic Analyst / Fraud Examiner
 - October 2007 – June 2015

- **Huie, Fernambucq, and Stewart, LLP** Birmingham, AL
 - Attorney, 2003 to 2007

Education

- **Certified Fraud Examiner (CFE)** September 2009

- **Juris Doctor - University of Alabama**
 - Graduated May 2003
 - *Alabama Law Review* Senior Editor
 - Member, Farrah Law Society; Phi Delta Phi; Defense Lawyer's Association
 - Member, Who's Who Among American Law Students, 2002-03

- **Master of Accountancy - University of Alabama**
 - Graduated August, 2000, *magna cum laude*
 - Member, Beta Alpha Psi Business Fraternity
 - Institute of Management Accountants Member and Scholarship Recipient

- **Bachelor of Science in Business Administration - Samford University**
 - Graduated May 1999
 - Samford University Founder's Scholarship Recipient
 - Sigma Nu Fraternity

Professional Profile

- Licensed attorney in good standing (Alabama, ASB-4849-E66W) and Certified Fraud Examiner.
- Testified as an expert on legal, accounting, and financial issues in state and federal courts.
- Involved in multi-million dollar forensic investigations, damage calculations in litigation, financial analysis and investigation, regulatory analysis, mediations, business consulting, and fraud examinations.
- Experienced in numerous types of litigation, consulting, and examinations in the fields of insurance defense, professional liability, general business disputes, financial and accounting litigation, securities litigation, personal injury, real estate litigation, probate matters, business turnarounds and municipal liability.
- Experienced in and passion for legal research and writing.
- Vice President of the Board of Directors for the Brother Bryan Mission, a Birmingham Christian Men's Shelter, from 2010 to 2015. Instrumentally involved in purchasing and expanding BBM facilities, increasing BBM revenues and managing expenses, corporate governance, chairing board meetings, implementing in-house accounting system, and multiple other milestones.
- Legal analysis quoted by the Alabama Supreme Court on two separate appellate cases.
- Worked in conjunction with the FBI, TARP investigators, and various attorney generals on financial, accounting and business investigations.
- Former General Counsel for professional accounting firm.
- CEO for a large property investment company. Spearheaded property subdivisions, financing and debt management, legal research, legal case management, insurance, management of hundreds of income producing properties, and business turnaround.
- Manager of income producing assets in Alabama, Georgia, North Carolina, and Prudhoe Bay, Alaska
- Served as Court appointed Trustee and Executor

Memberships / Awards

- *Central Baldwin County Chamber of Commerce Board Member (2016-present) and Chairman of the Board (2020)*
- Baldwin County "Movers and Shapers" from Business Alabama Magazine (2020)
- D'Estrehan Homeowner's Association President (2020)
- Leadership Baldwin County Graduate (2019)
- Brother Bryan Mission Board of Directors Vice President 2009 to 2015
- Birmingham Business Journal "Top 40 Under 40" – 2012
- American Bar Association (ABA)
- Association of Certified Fraud Examiners Member (ACFE)
- Alabama State Bar

- Birmingham Bar Association (former member)
- Farrah Law Society Alumni
- Culverhouse School of Accountancy Executive Alumni Society
- United Way of Central Alabama Funds Allocation Team Member 2008-10
- Birmingham Volunteer Lawyers Program 2008-2013
- Birmingham HELP Legal Clinics
- Alabama Multiple Sclerosis (MS) Leadership Team 2011
- Summit Club Membership Committee 2011

Publications / Presentations

- Recurring guest lecturer on Legal Issues in Accounting and Investigations and other related topics at University of Alabama, Samford University, UAB, Auburn University.
- Recurring Continuing Education Lecturer for ACFE and UAB on business, accounting, and legal topics.
- “Legal Issues in Construction Surety”, Alabama Surety Association, Presentation February 2015.
- “Analysis of Case Law Affecting the Financial and Accounting Professional”, Article, Financial Consulting Group, October 2014.
- “Legal Issues in Investigations” Podcast for Association of Certified Fraud Examiners, May 2014.
- “Reliability of Business Plans to Support Lost Profits Damages” Dunn on Damages Economic Damages Report for Litigators and Experts, Issue 1, Winter 2010 (Co-author).
- “Investigation ‘Bad Words’: Avoiding Defamation Pitfalls in Investigations” FRAUD Magazine, Summer 2010
- Fraud, Forensics, and Legal Issues in Accounting - Presented to Univ. of Alabama Master of Accounting Program-2009 and 2010
- Bankruptcy Basics CLE Seminar Speaker, September 2008
Birmingham, AL
- “Caution is Key in Whistleblower Cases” Birmingham Business Journal (January 2008);
Boston Business Journal (March 2008)
- “Accountant and Auditor Liability in Alabama” (co-author) Defense Research Institute (DRI) Liability Compendium, Fall 2007

Personal Profile

- Married June 24, 2006 to Kimberly Ann Windham. Son, Connor, born August 2009.
- South Highland Presbyterian Church - Member, 1994 to 2015.

** Recommendations, writing samples, and other relevant materials are available upon request.*