

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

MONDAY, 22 AUGUST 2022 – 4:30 P.M. – COUNCIL CHAMBER

1. Triangle Conservation Easement
2. Budget Update – Utilities Five (5) Year Plan
3. Committee Updates
4. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, August 22, 2022 – Council Chambers**

Next Council Meeting – Monday, September 12, 2022 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 22 AUGUST 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 08 August 2022 Regular City Council Meeting and the minutes of 08 August 2022 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - Ordinance –Repeal and Replace Ordinance No. 1266, Ordinance No. 1296, and Ordinance No. 1705, Fairhope Code of Ordinances: Article VI, Garbage and Trash Collection and Disposal, Section 21-75. (Introduced on August 8, 2022 at the City Council Meeting)
6. Ordinance – Amend Ordinance No. 1754 Known as the Right of Way Construction and Administration Ordinance, Section 10: Schedule of Fees – Rights of Way and Excavation Permit Fees.
7. Ordinance – An Ordinance Authorizing and Granting to Mediacom Southeast LLC (“Mediacom”) the Right to Use the Rights-of-Way of the City of Fairhope, Alabama (The “City”) to Provide Cable Services to the Citizens of the City Under the Terms of a Cable Television System Franchise Agreement.
8. Resolution - That the City Council approves the selection of Grants Management, LLC for Professional Consulting Services for Grants and Grant Management for RFQ No. PS019-22; and hereby authorizes Mayor Sherry Sullivan to execute a Contract of up to \$2,000.00 per month with a not-to-exceed \$24,000.00 annually.
9. Resolution – That by this Resolution the City of Fairhope authorizes submission of a grant application to ADECA requesting a FY 2023 RTP grant and authorizes the Mayor to sign the required grant application documents on behalf of the City.
10. Resolution - That the City of Fairhope has voted to procure one (1) E-ONE HR100 Quint on a Cyclone Chassis for the Fire Department from Sunbelt Fire, Inc.; the Aerial Ladder Truck is on the H-GAC Cooperative Purchasing Schedule, Contract No. FS12-19 JA06, and therefore does not have to be let out for bid. Lead time on procurement is 780 days. This purchase is non-budgeted, funding of \$400,000.00 in FY 2024 Budget, and the remainder of funding from Impact Fees. The total budgeted amount not-to-exceed \$1,580,443.00.
11. Resolution - That the City of Fairhope has voted to procure four (4) APX6000 700/800 Model 2.5 Portable Handheld Radios for the Fire Department from Motorola Solutions; this type of radio is on the State of Alabama Division of Purchasing Contract Number T3000 with Motorola Solutions, and therefore does not have to be let out for bid. This purchase is non-budgeted, funding will be from Impact Fees. The total budgeted amount not-to-exceed \$20,613.52.

12. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 3 for (Bid Number 010-20) Church Street Utility and Drainage Improvements to cover the contractor's request for a price increase of the existing sewer rehabilitation, quantity overruns due to inclement weather during the project, and additional work requested by the City for the replacement of an existing corrugated metal pipe at the Morphy Avenue intersection, paving and striping of Oak Avenue (Section St. to Summit St.) and De La Mare Avenue (Section St. to Church St.), and additional rehabilitation of existing sewer main adjacent to the project route by increasing the cost in the amount of \$463,922.30 and to award Change Order No. 3 to Asphalt Services, Inc. (ASI). The working days will be extended 30 days with the new contract time being 300 working days.
13. Resolution - That the City Council hereby approves the Contract Amendment to RFQ No. PS008-20 between the City of Fairhope and Goodwyn, Mills & Cawood for Professional Engineering Services for the Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Avenue (CR-30) at the intersection with SR-42 (US-98) Greeno Road in Fairhope with a not-to-exceed amount of \$71,238.00.
14. Resolution – That the City of Fairhope amends the Budget for FY2021-2022 and authorizes the City Treasurer to transfer \$1,000,000.00 to Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account.
15. Resolution – That the City of Fairhope amends the Budget for FY2021-2022 as recommended and presented; and authorizes the City Treasurer to make the necessary changes to expenses as appropriated.
16. Public Participation – (3 minutes maximum)
17. Executive Session – I hereby request the Fairhope City Council go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending and potential litigation.
18. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 22, 2022 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 22, 2022 – Council Chambers**

Next Regular Meeting – Monday, September 12, 2022 - Same Time and Place

Monday, 8 August 2022

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Councilmember Martin asked Mr. Morgan to explain what AMI is for residents. Mr. Morgan said this will be more efficient and customer related; and readings go to a central location and is read immediately, daily, etc.

- The Discussion on the Moisture Control Survey & HVAC for the Civic Center was presented by Public Works Director Richard Johnson. (A copy is on file in the City Clerk's office) Mr. John explained the roof structure; and commented the covered porch was installed for approximately 38 years.

Council President Conyers said we need to take this into account and look at it as a whole. Councilmember Robinson stated we need to look at the whole picture. Councilmember Martin said we could use funds for something else. Councilmember Robinson said we cannot just bulldoze this building that houses so many people. Councilmember Burrell commented we need to look at the K-1 Center first and then look at this building. He did say this is not a terrible price. Council President Conyers and Councilmember Martin agreed we need a strategic plan for the K-1 Center, Civic Center, and other infrastructure. Mr. Johnson said he could go back to GMA for a repair plan.

- Vehicle Purchases for FY 2022-2023 was next on the agenda and City Treasurer Kim Creech explained the need for this approval. She said we have to pre-order to get in line for the vehicles. Ms. Creech stated that the F250 vehicles will be in the portal in the near future. Councilmember Burrell questioned the price of the Gas Department's vehicles and the Recreation Department's F150 vehicle. The consensus of the City Council was to move forward with the request and add a resolution to the agenda.
- Councilmember Burrell stated there would be an Airport Authority meeting tomorrow.
- Councilmember Martin gave an update on the Fairhope Environmental Advisory Board: Litter Getter at the Winn Dixie Detention Pond.
- Councilmember Boone said the Harbor Board did not meet for lack of a quorum.
- Council President Conyers said he attended the Library Board Budget meeting.

Council President Conyers briefly went through the Agenda Items and who would explain if needed.

- Special Projects and Grant Manager Jessica Walker addressed the City Council regarding the ADECA Grant for the Triangle property and ADA compliance for the trail. She said the design would be from the engineer. Councilmember Burrell said it is well worth to pursue for ADA compliance. Ms. Walker said it is due September 10, 2022. Council President Conyers commented it would be nice to have to trails.
- Human Resource Director Cory Pierce addressed the City Council and explained Agenda Items No. 16; and answered any questions if needed. Ms. Creech said the person would compare to bills each benefit; and explained the issues. Mr. Pierce stated we need to train prior to Open Enrollment.

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- Gas Superintendent Jeremy Little addressed the City Council and regarding the four RFPs from engineering firms.
- Parks and Recreation Director Pat White addressed the City Council and explained Agenda Item No. 5; and answered any questions if needed.
- Public Works Director Richard Johnson addressed the City Council and explained Agenda Items No. 6, No. 10, No. 11, and No. 13; and answered any questions if needed.
- Water and Wastewater Superintendent Jason Langley addressed the City Council and explained Agenda Items No. 8 and No. 9; and answered any questions if needed. Engineer Andy Bobe with Dewberry Engineers, Inc. addressed the City Council and briefly explained Agenda Item No. 9 and the need for the amendment to Bid No. 034-21.
- IT Director Jeff Montgomery addressed the City Council and explained Agenda Item No. 14; and answered any questions if needed.
- Code Enforcement Officer Kim Burmeister addressed the City Council and explained Agenda Item No. 7; and answered any questions if needed.

Council President Conyers announced they were taking a 5 minute break and then begin the City Council meeting.

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

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 8 August 2022.

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

There being a quorum present, Council President Conyers called the meeting to order. The invocation was given by Dr. Darren McClellan, Senior Pastor of Fairhope United Methodist Church, and the Pledge of Allegiance was recited.

Council President Conyers stated there was a need to add on an agenda item after Agenda Item Number 17: a resolution that the City Treasurer is authorized to issue Purchase Orders for Eight (8) Ford Trucks or Equivalent listed on the attached spreadsheet totaling \$307,637.00. The Purchase Orders will lock in vehicle orders and specific prices only. Said pricing and rates are off the Alabama State Bid list, do not require separate bidding, and does not obligate the ultimate purchase of the vehicles.

Councilmember Robinson moved to add on the above-mentioned item not on the printed agenda. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Burrell moved to approve minutes of the 25 July 2022, regular meeting; and minutes of the 25 July 2022, work session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Burrell presented Former Baldwin County Commission Joe Davis, III a Retirement Recognition Proclamation. Mayor Sullivan declared August 8th as Joe Davis, III Day in the City of Fairhope. Mr. Davis said it was an honor and a surprise; and thanked the Mayor and City Council. He recognized his wife Norma and said he could not have done any of these things without her support.

Councilmember Burrell stated that he read a text at the break; and Fairfield citizens are concerned with flooding. He said the Recreation Board discussed the 40 acres at Colony Park. Councilmember Burrell said something must have changed for this to be an issue. He would like Mayor Sullivan to ask City staff to look at this issue.

8 August 2022

Councilmember Martin said it has changed and it does flood. He too would like for this to be addressed.

Councilmember Robinson reminded everyone that school starts back Wednesday so keep children and teachers in your thoughts. He commented have a safe and successful school year.

Council President Conyers said he echoed what Councilmember Robinson said.

A Public Hearing was held as advertised on the request for Renewal of Mediacom Cable Franchise. Council President Conyers recognized Mediacom representatives here tonight: Mitchell Brown, Governmental Relations Manager; Lee Beck, Area Director for Alabama and Mississippi; and Jimmie Coker, Tech Ops Manager. Mr. Beck addressed the City Council and mentioned this was a request for renewal with a few changes all agreed upon; and answered any questions if needed. Councilmember Burrell thanked them for providing services to citizens of Fairhope. He told them any time you can expand would be great; and said everyone has been good.

The public hearing was opened at 6:21 p.m. No one present opposed the proposed renewal of the Mediacom Cable Franchise. The public hearing closed at 6:21 p.m.

Councilmember Burrell introduced in writing an ordinance to Repeal and Replace Ordinance No. 1266, Ordinance No. 1296, and Ordinance No. 1705, Fairhope Code of Ordinances: Article VI, Garbage and Trash Collection and Disposal, Section 21-75.

Due to lack of a motion for immediate consideration, this ordinance will layover until the August 22, 2022 City Council meeting.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Litter Booms and Tactical Cleanups for the Planning and Zoning Department from Osprey Initiative as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total annual cost not-to-exceed \$27,000.00. The motion was seconded by Councilmember Martin. Don Bates, Owner of Osprey Initiative, LLC, addressed the City Council and explained the scope of work. After further discussion, motion passed unanimously by voice vote.

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RESOLUTION NO. 4515-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to procure Litter Booms and Tactical Cleanups for the Planning and Zoning Department from Osprey Initiative as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total annual cost not-to-exceed \$27,000.00.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

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 Council approves SE Civil, LLC to perform Professional Engineering Services for Water Main Upgrade from WTP 3 to CR 32 RFQ PS018-22 for the Water and Wastewater Department; with a negotiated fee not-to-exceed the amount of \$18,000.00; and hereby authorize Mayor Sherry Sullivan to execute a contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4516-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves SE Civil, LLC to perform Professional Engineering Services for Water Main Upgrade from WTP 3 to CR 32 RFQ PS018-22 for the Water and Wastewater Department; with a negotiated fee not-to-exceed the amount of \$18,000.00; and hereby authorize Mayor Sherry Sullivan to execute a contract.

DULY ADOPTED THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

8 August 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves amending Bid No. 034-21 for additional repairs that were unanticipated to the Wastewater System and materials need to be purchased for an additional cost of \$158,250.00 which increases the total bid amount to \$1,736,860.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4517-22

WHEREAS, the City of Fairhope did request, receive, and open bids for Phase 2 Project 2 Wastewater Collection and Transmission System (Improvements from Fairhope Avenue at Ingleside to Bishop Avenue) for the Sewer Department Bid Number 034-21 and at the appointed time and place, the following bids were opened and tabulated; and

WHEREAS, on September 27, 2021 the City Council awarded Bid No. 034-21 to A-Long Boring, Inc. with total bid proposal not-to-exceed of \$1,578,610.00.

WHEREAS, the Wastewater Department needs to make additional repairs that were unanticipated to the Wastewater System and materials need to be purchased for an additional cost of \$158,250.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves amending Bid No. 034-21 for additional repairs that were unanticipated to the Wastewater System and materials need to be purchased for an additional cost of \$158,250.00 which increases the total bid amount to \$1,736,860.00.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

8 August 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the addition of the Nix Center Lot Repair and Paving to Bid No. 021-22 with a bid price of \$57,214.50 (\$41,250.00 Nix Center Budget and a General Fund appropriation of \$15,964.50) for the safety of the citizens and users of this facility; and due to rising costs. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4518-22

WHEREAS, the City Council adopted Resolution No. 4429-22 on April 11, 2022 to award Bid to Asphalt Services, Inc. for City-Wide Road Repair, Resurfacing and Striping Bid No. 021-22 for the Public Works Department; and

WHEREAS, there is a need to add the Nix Center Lot Repair and Paving back to Bid No. 021-22 for the safety of the citizens and users of this facility; and due to rising costs.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves the addition of the Nix Center Lot Repair and Paving to Bid No. 021-22 with a bid price of \$57,214.50 (\$41,250.00 Nix Center Budget and a General Fund appropriation of \$15,964.50) for the safety of the citizens and users of this facility; and due to rising costs.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

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 Council approves Christian Preus Landscape Architecture, PLLC to perform Professional Engineering Services for Fairhope Clock Plaza RFQ PS014-22 for the Public Works Department; with a negotiated fee not-to-exceed the amount of \$18,799.14; and hereby authorize Mayor Sherry Sullivan to execute a contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

8 August 2022

RESOLUTION NO. 4519-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves Christian Preus Landscape Architecture, PLLC to perform Professional Engineering Services for Fairhope Clock Plaza RFQ PS014-22 for the Public Works Department; with a negotiated fee not-to-exceed the amount of \$18,799.14; and hereby authorize Mayor Sherry Sullivan to execute a contract.

DULY ADOPTED THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the two (2) Quail Creek parcels; and allocates funding out of the Municipal Capital Improvement Fund. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4520-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the two Quail Creek parcels; and allocates funding out of the Municipal Capital Improvement Fund.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

8 August 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase one (1) John Deere 1550 TerrainCut Commercial Front Mower and Rear Discharge Deck or equivalent for the Public Works Department; and the equipment is available for direct procurement through the Sourcewell Contract #031121-DAC which has been nationally bid; and therefore, does not have to be let out for bid. The cost will not-to-exceed \$30,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4521-22

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

[1] That the City of Fairhope has voted to purchase one (1) John Deere 1550 TerrainCut Commercial Front Mower and Rear Discharge Deck or equivalent for the Public Works Department; and the equipment is available for direct procurement through the Sourcewell Contract #031121-DAC which has been nationally bid; and therefore, does not have to be let out for bid. The cost will not-to-exceed \$30,000.00.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

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 MUNIS Software Annual Maintenance and Licensing Fees for the IT Department from Tyler Technologies 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 not-to-exceed \$58,648.27. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

8 August 2022

RESOLUTION NO. 4522-22

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 MUNIS Software Annual Maintenance and Licensing Fees for the IT Department from Tyler Technologies 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 not-to-exceed \$58,648.27.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope adopts a Resolution in Support of Thomas Hospital's request to the Certificate of Need Review Board for 30 additional beds. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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8 August 2022

RESOLUTION NO. 4523-22

**RESOLUTION IN SUPPORT OF THOMAS HOSPITAL'S
REQUEST TO THE CERTIFICATE OF NEED REVIEW BOARD**

WHEREAS, Thomas Hospital provides comprehensive, award-winning healthcare services, and is the primary choice for Baldwin County residents; and

WHEREAS, Thomas Hospital offers the County's only open-heart surgical program to a state-of-the-art birth center; and continues to meet the medical needs of the fastest growing County in the State; and

WHEREAS, the population migration to Baldwin County is ranked nationally in terms of growth; and the care available at Thomas Hospital is one of the reasons for the tremendous influx of new residents and the result is a need for additional beds at Thomas Hospital; and

WHEREAS, the City of Fairhope proclaims its support on this 8th day of August of Thomas Hospital's request to the Certificate of Need Review Board for 30 additional beds.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that The City of Fairhope adopts a Resolution in Support of Thomas Hospital's request to the Certificate of Need Review Board for 30 additional beds.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

8 August 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to add the job position of Benefits Coordinator, Grade 8; the City Council approves the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4524-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to add the following job position; the City Council approves the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade.

Addition:	Job Position	Grade of Pay
	Benefits Coordinator	8

ADOPTED THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin moved to appoint Dan Hoover to the Recreation Board for a four-year term which will expire August 2026. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Treasurer is authorized to issue Purchase Orders for Eight (8) Ford Trucks or Equivalent listed on the attached spreadsheet totaling \$307,637.00. The Purchase Orders will lock in vehicle orders and specific prices only. Said pricing and rates are off the Alabama State Bid list, do not require separate bidding, and does not obligate the ultimate purchase of the vehicles. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

8 August 2022

RESOLUTION NO. 4525-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Treasurer is authorized to issue Purchase Orders for Eight (8) Ford Trucks or Equivalent listed on the attached spreadsheet totaling \$307,637.00. The Purchase Orders will lock in vehicle orders and specific prices only. Said pricing and rates are off the Alabama State Bid list, do not require separate bidding, and does not obligate the ultimate purchase of the vehicles.

ADOPTED ON THIS 8TH DAY OF AUGUST, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

EXHIBIT A - Ford F150 or Equivalent from Alabama State Bid List for 2023

Department	Organization	Object	Year	Qty	Amount	Description
Building	001130	50470	2023	1	\$34,927.00	F150 2WD Crew Cab for Building Inspector
Meter	001120	50470	2023	1	\$33,643.00	F150 4X2 Truck or Equivalent
Recreation	001250	50470	2023	1	\$35,000.00	F150 or Equivalent for Parks Custodian
Recreation	001250	50470	2023	1	\$34,332.00	1/2 Ton Crew Cab for Recreation Director
Gas	002	50470	2023	2	\$90,000.00	F150 or 1500 Truck or Equivalent
Electric	003	50470	2023	1	\$41,737.00	F150 Supercrew 4X4 or Equivalent plus Tool Box, Bed Liner, Strobe Lights
Electric	003	50470	2023	1	\$37,998.00	F150 Supercrew 4X2 or Equivalent plus Tool Box, Bed Liner, Strobe Lights
					<u>\$307,637.00</u>	Total

8 August 2022

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending litigation and possible settlement options regarding said pending litigation; and Section 36-25A-7(a)(4) to discuss security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or other infrastructures, the public disclosure of which could reasonably be expected to be detrimental to public safety or welfare. The approximate time to be in Executive Session is 60 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Exited the dais at 6:46 p.m. Returned at 8:15 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:16 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 1266,
ORDINANCE NO. 1296, AND ORDINANCE NO. 1705
FAIRHOPE CODE OF ORDINANCES: ARTICLE VI, GARBAGE AND
TRASH COLLECTION AND DISPOSAL, SECTION 21-75**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby repealed and replaced with the following:

Sec. 21-75. - Rates.

(a) In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

<u>RESIDENTIAL</u>	<u>PER MONTH</u>
Single Family	\$ 20.00 Each Receptacle (Cart)
Apartment House	\$ 20.00 Each Receptacle (Cart)
House Trailer	\$ 20.00 Each Receptacle (Cart)
Backdoor Service	\$ 23.00 Each Receptacle (Cart)
<u>NONRESIDENTIAL</u>	<u>PER MONTH</u>
96 Gallon Container Serviced as required - Minimum 2X per week)	\$ 25.00 Each Receptacle (Cart)

(b) Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant.

(c) Acquiring garbage containers. Newly annexed properties or newly built homes may acquire a garbage container by contacting the utilities department at City Hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a 96 gallon container. The container will have an assigned serial number to the particular address. Only City of Fairhope garbage containers will be allowed to be serviced.

(d) Alleyway services. Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.

(e) Any occupant who lives in a subsidized housing unit and only receives income from Social Security may qualify for an exemption from garbage fees. The City of Fairhope has a form that can be taken to your property manager to complete. Then, occupant returns the form to the City for exemption consideration.

Ordinance No. _____

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(f) Any occupant living in a housing unit that is not capable of being fully serviced by City Garbage, Trash and/or Recycling; the occupant may complete an Application (provided by the City) requesting a reduction by 50% of the Rates posted above. Example: Apartment House – 50% = \$10.00 per Month

Section 2. The above amended garbage rates shall go into effect on September 1, 2022.

Section 3. Ordinance No. 1266, Ordinance No. 1296, and Ordinance No. 1705 is hereby repealed as stated above.

Section 4. This ordinance shall take effect on September 1, 2022 upon its due adoption and publication as required by law.

ADOPTED THIS 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 22ND DAY OF AUGUST, 2022

Sherry Sullivan, Mayor

Sec. 21-75. - Rates.

(a) In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

Residential	Per month
Single family	\$20.00
Apartment house	\$20.00
House trailer	\$20.00
Backdoor service	\$23.00

Nonresidential	Per month
Base rate customer	\$25.00
(1—96 gal. receptacle serviced as required—Minimum 2× per week)	
Each additional 96 gal. receptacle	\$ 5.00
Example - 3 receptacles	\$40.00
Serviced 3 times/week	

(b) Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant.

(c) Acquiring garbage containers. Newly annexed properties or newly built homes may acquire a garbage container by contacting the utilities department at city hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a forty-eight-

gallon, sixty-four-gallon, and ninety-six-gallon container. The container will have an assigned serial number to the particular address.

- (d) Alleyway services. Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.

(Code 1962, §§ 10-4, 10-5; Ord. No. 478, §§ 2, 3, 12-13-71; Ord. No. 525, §§ 2, 3, 2-11-74; Ord. No. 785, §§ 1, 2, 3-23-87; Ord. No. 827, § 1, 2-13-89; Ord. No. 845, § 1, 10-9-89; Ord. No. 857, § 1, 6-7-90; Ord. No. 878, § 4, 5-13-91; Ord. No. 927, § 1, 3-22-93; Ord. No. 1044, § 1, 2-8-99; Ord. No. 1266, § 1, 9-26-05; Ord. No. 1296, 3-9-06; Ord. No. 1608, § 1, 12-11-17; Ord. No. 1705, § 1, 3-8-21)

ORDINANCE NO. 1266

**AN ORDINANCE TO AMEND CODE OF ORDINANCE.
AMENDING ORDINANCE NO. 1044 ARTICLE VI, GARBAGE AND TRASH
COLLECTION AND DISPOSAL, SECTION 21-75: RATES.**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby amended to reflect the following Garbage Rates:

<u>RESIDENTIAL</u>	<u>PER MONTH</u>
Single Family	\$ 12.80
Apartment House	\$ 12.80
House Trailer	\$ 12.80
Backdoor Service	\$ 20.00

NONRESIDENTIAL

<u>Container</u>	<u>Service/week</u>	<u>Monthly Rate</u>
2 30-gal	1	\$15.55
2 30-gal	2	\$15.55
2 30-gal	3	\$24.70
2 30-gal	4	\$31.00
2 30-gal	5	\$37.10
1 90-gal	2	\$17.25
1 90-gal	3	\$28.00
1 90-gal	4	\$35.30
1 90-gal	5	\$42.65

Balance of Section 21-75 remains as written, amount of rates amended only.

Section 2. The above amended garbage rates shall go into effect on the first billing cycle after 1 October 2005.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 26th DAY OF September, 2005.

ORDINANCE NO. 1296

AN ORDINANCE TO AMEND ORDINANCE NO. 958 ADOPTED MAY 9, 1994, ORDINANCE 842 ADOPTED SEPTEMBER 11, 1989, ORDINANCE NO. 878 ADOPTED MAY 13, 1991, ORDINANCE NO. 1044 ADOPTED FEBRUARY 8, 1999, ORDINANCE NO. 859 ADOPTED AUGUST 13, 1990, AND ORDINANCE NO. 1266 ARTICLE VI, GARBAGE AND TRASH COLLECTION AND DISPOSAL, SECTION 21-75: RATES, ADOPTED SEPTEMBER 26, 2005.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, A MUNICIPAL CORPORATION, AS FOLLOWS:

City of Fairhope Code of Ordinances – Division 2. Solid Waste, Trash and Other Deposits

Section 7-121 Definitions

Amend definition of:

Trash. Trash shall include any waste products, portions of material, whether it be wood, metal, plastic or a combination of any building or structure. Trash shall include material used to control erosion, furniture, couches, etc. Small trash items shall also include garden hoses, garden pots, old jugs, etc.

Add the following definitions:

Small appliances – small appliances shall include small electronic devices, radios, televisions, microwaves, toaster ovens, etc.

Large appliances – large appliances are stoves, refrigerators, washers, dryers, hot water heaters or other large metal or like material

Industry Standards – Industry standards are determined by calling at least three local businesses or companies who provide like services and averaging the costs.

Article VI. – Division 1. Garbage and Trash Collection and Disposal

Section 21-72. Trash Collection

The City is zoned into five (5) areas, and trash will be picked up once per week, Monday through Friday, in each area. Small trash items and small appliances shall be placed in garbage containers. Large appliances should be put out on scheduled day of pickup. A charge will be incurred by the resident for large appliances. This charge is set by industry standards and put in a policy approved by the Public Works Director. Appliances may also be dropped off at the City Dump Site.

Section 21-73. Time and manner of placement; prohibited placement; vacation of premises; excessive quantities.

b. Manner of placement.

All garbage shall be placed in a separate container owned by the city. Container sizes available are forty-eight (48), sixty-four (64) and ninety-six (96) gallon. Small trash items and small appliances shall be placed in the garbage container. Loose trash and refuse shall be placed in a container or shall otherwise be contained to prevent scattering. Such contained garbage or trash shall be placed upon the occupants frontage only; except those occupants paying for back door service. All containers shall be removed from the frontage within not more than twenty-four (24) hours after collection.

- d. Vacation of premises.
Persons moving out of premises shall comply with all requirements of this section. City owned garbage container shall be cleaned and left at the residence. Missing, stolen or damaged cans are the financial responsibility of the resident who used the can. Placement of trash or garbage in violation shall subject violator to all penalties prescribed herein and, in addition thereto, the City may remove prescribed herein and, in addition thereto, the City may remove offending material and assess the occupant any balance due on utility deposits or, in the case of owner occupied property, may assess the property and file a lien against the same as permitted by law.
- e. Excessive Quantities.
Where any person desires collection of any quantity of trash greater than one (1) truckload, such person shall contact the City's superintendent of streets for instructions regarding manner of placement and time of collection. A cost comparable to industry standards set in a policy by the Public Works Director for the removal of excessive quantities could be incurred for quantities over one truckload.

Section 21-75. Rates

(a) In the exercise of the police power of the City and for the purpose of enabling the City to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the City:

- 1. Residential occupant: *Monthly Fee*
 - Single-family dwellings, curbside..... \$12.80
 - Apartment houses, per living unit, curbside \$12.80
 - House trailers, per trailer, curbside..... \$12.80
 - Backdoor service for above..... \$20.00
- 2. Non-residential occupants shall be limited to one (1) sixty-four (64) gallon container per weekly pickup. Any occupant needing more than one (1) sixty-four (64) gallon container may use approved ninety-six (96) gallon containers.

Container	Service per week	Monthly Rate
1 64 gallon	1	\$15.55
1 64 gallon	2	\$15.55
1 64 gallon	3	\$24.70
1 64 gallon	4	\$31.00
1 64 gallon	5	\$37.10
1 96 gallon	2	\$17.25
1 96 gallon	3	\$28.00
1 96 gallon	4	\$35.30
1 96 gallon	5	\$42.65

These rates will apply for not less than six month intervals. If more than one (1) ninety-six (96) gallon is required, rates will be multiplied by number of containers needed.

(c.) Acquiring garbage containers.

Newly annexed properties or newly built homes may acquire a garbage container by contacting the Utilities Department at City Hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a 48, 64, and 96 gallon container. The container will have an assigned serial number to the particular address.

(d.) Alleyway services.

Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.

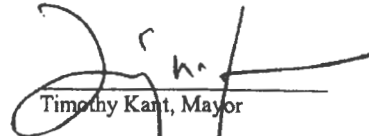
Section 21-75.1. Tire disposal at city landfill; charge

- a. There is hereby established a special charge set by industry standards and put in policy by the Public Works Director for dumping old tires in the City's landfill area, payable in advance to the City.

Add - Section 21-77.1 Public Works Directors Authority

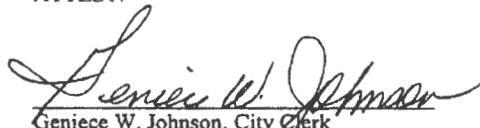
The Public Works Director has the authority to set certain policies and procedures. These policies and procedures include, but are not limited to, use of the city landfill and city dump, rates for picking up excessive quantities of trash, appliances, or garbage, tires or other disposed items, special pick-ups in alleyways where automated garbage trucks are not accessible, placement of garbage and trash items on right of way, or other items as is necessary.

ADOPTED THIS 09th DAY of March, 2006



Timothy Kant, Mayor

ATTEST:



Geniece W. Johnson, City Clerk

Ord. No. 1296 Published in
THE FAIRHOPE COURIER
on March 18, 2006

City Clerk

ORDINANCE NO. 1705

**AN ORDINANCE TO AMEND ORDINANCE NO. 1266 AND
TO REPEAL AND REPLACE ORDINANCE NO. 1608
FAIRHOPE CODE OF ORDINANCES:
ARTICLE VI, GARBAGE AND TRASH
COLLECTION AND DISPOSAL, SECTION 21-75**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section
21-75, is hereby amended to reflect the following:

Sec. 21-75. - Rates.

(a) In the exercise of the police power of the city and for the purpose of enabling
the city to perform a governmental function, there is hereby fixed the following
garbage service fees for every occupant within the city:

<u>RESIDENTIAL</u>	<u>PER MONTH</u>
Single Family	\$ 20.00
Apartment House	\$ 20.00
House Trailer	\$ 20.00
Backdoor Service	\$ 23.00

<u>NONRESIDENTIAL</u>	<u>PER MONTH</u>
Base Rate Customer (1 - 96 Gal. Receptacle Serviced as required - Minimum 2X per week)	\$ 25.00
Each Additional 96 Gal. Receptacle	\$ 5.00
Example - 3 Receptacles Serviced 3 times/week	\$ 40.00

(b) Nothing shall prevent an occupant from contracting for garbage service with
other licensed collectors within the city; however, the minimum monthly charge
must be paid the city by every occupant.

(c) Acquiring garbage containers. Newly annexed properties or newly built homes
may acquire a garbage container by contacting the utilities department at city hall
and paying a deposit fee set by the current deposit rate. At time of turning utilities
on and paying deposits, residents may sign up for a forty-eight-gallon, sixty-four-
gallon, and ninety-six-gallon container. The container will have an assigned serial
number to the particular address.

(d) Alleyway services. Garbage may be serviced in alleyways but may incur
additional charges if the alleys or containers are not accessible to the automated
garbage truck. Rates in these areas could be higher if a special truck is needed to
service garbage.

Ordinance No. 1705

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Section 2. The above amended garbage rates shall go into effect on April 1, 2021.

Section 3. Ordinance No. 1608 is hereby repealed; and Ordinance No. 1266 is hereby amended as stated above.

Section 4. This ordinance shall take effect on April 1, 2021 upon its due adoption and publication as required by law.

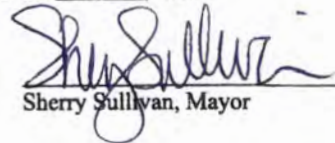
ADOPTED THIS 8TH DAY OF MARCH, 2021


Jack Burrell, Council President

ATTEST:


Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 8TH DAY OF MARCH, 2021


Sherry Sullivan, Mayor

Ord. No. 1705 Published in
FAIRHOPE COURIER
on Wednesday, March 17, 2021
Lisa A. Hanks City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1754 KNOWN AS THE
RIGHT OF WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE,
SECTION 10: SCHEDULE OF FEES –
RIGHTS OF WAY AND EXCAVATION PERMIT FEES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE,
ALABAMA, as follows:**

SECTION ONE. Code of Ordinances, City of Fairhope, Alabama, Chapter 19. Right-of-Way Construction and Administration: Schedule of Fees. Rights of Way and Excavation Permit Fees is hereby amended to reflect the following change:

Section 10: Schedule of Fees

**SCHEDULE OF FEES
RIGHTS OF WAY AND EXCAVATION PERMIT FEES**

<u>Description</u>	<u>Fee</u>
Administration and plan review fee	\$50.00 (commercial) \$25.00 (residential)
Traffic control plan review and inspection fee	\$50.00 (all permits)
Longitudinal and transverse excavation for major projects (paved areas)	\$0.95 per L.F. (minimum fee of \$100.00)
Longitudinal and transverse excavation for major projects (unpaved areas)	\$0.75 per L.F. (minimum fee \$25.00)
Longitudinal and transverse excavation for point repairs, service lines, storm drains, manholes, etc. (paved areas)	\$15.00 per S.Y.
Excavation for utility construction, point repairs, street cuts (paved areas)	\$6.00 per S.Y.
Boring and jacking operations, tunneling, retrofitting of Existing utility lines, pipe lining, etc.	\$0.40 per L.F. (minimum fee \$50.00 per block)
Irrigation systems (paved areas)	\$0.40 per L.F. (minimum fee \$25.00)
Utility poles (new or replacement) including guy and anchor as approved by the city on a case by case basis	\$100.00 for new/\$25.00 for replacement
Communication towers (new installation) as defined by Telecommunications ordinance or Small Cell Ordinance	Fees as defined by each ordinance or Permit Fee Ordinance
Terminal boxes, junction boxes, equipment cabinets, splice boxes, regulator stations, meters and valves in paved areas	\$5.00 each

Where work for which a permit is required by this Ordinance is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

Vaults (or any cabinets/box bigger than 2' x 3')	\$50.00
Sidewalk, driveway, curb, gutter (new construction, minimum replacement and repair)	\$1.00 per square foot, \$25.00
Steps / Ramps	\$50.00 per location
Monitoring Wells	\$50.00 each
Temporary Pedestrian Walkway	\$50.00 per location
Balconies, Canopies	\$25.00 per square foot, min \$250.00
Landscaping (administrative and plan review fee)	\$50.00 (all permits)
Parking Container on Public Parking	No charge for 7 or fewer total days; \$25.00 per day (8+ days)
Aerial utility construction (over lashing of existing wires)	\$0.10 per L.F.

**** **Please note: All fees are non-refundable.** ****

SECTION TWO. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION THREE. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 22ND DAY OF AUGUST, 2022

Sherry Sullivan, Mayor

Section 10: Schedule of Fees

**SCHEDULE OF FEES
RIGHTS OF WAY AND EXCAVATION PERMIT FEES**

<u>Description</u>	<u>Fee</u>
Administration and plan review fee	\$50.00 (commercial) \$25.00 (residential)
Traffic control plan review and inspection fee	\$50.00 (all permits)
Longitudinal and transverse excavation for major projects (paved areas)	\$0.95 per L.F. (minimum fee of \$100.00)
Longitudinal and transverse excavation for major projects (unpaved areas)	\$0.75 (0.10) per L.F. (minimum fee \$25.00)
Longitudinal and transverse excavation for point repairs, service lines, storm drains, manholes, etc. (paved areas)	\$15.00 per S.Y.
Excavation for utility construction, point repairs, street cuts (paved areas)	\$6.00 per S.Y.
Boring and jacking operations, tunneling, retrofitting of existing utility lines, pipe lining, etc.	\$0.40/\$0.10 per L.F. (minimum fee \$50.00 per block)
Irrigation systems (paved areas)	\$0.40 per L.F. (minimum fee \$25.00)
Utility poles (new or replacement) including guy and anchor as approved by the city on a case by case basis	\$100.00 for new/\$25.00 for replacement
Communication towers (new installation) as defined by Telecommunications Ordinance or Small Cell Ordinance	Fees as defined by each ordinance or Permit Fee Ordinance
Terminal boxes, junction boxes, equipment cabinets, splice boxes, regulator stations, meters and valves in paved areas	\$5.00 each
<p>Where work for which a permit is required by this Ordinance is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.</p>	
Vaults (or any cabinets/box bigger than 2' x 3')	\$50.00
Sidewalk, driveway, curb, gutter (new construction, replacement and repair)	\$1.00 per square foot, \$25.00 minimum
Steps / Ramps	\$50.00 per location

Ordinance No. 1754 adopted on July 25, 2022

Monitoring Wells	\$50.00 each
Temporary Pedestrian Walkway	\$50.00 per location
Balconies, Canopies	\$25.00 per square foot, min \$250.00
Landscaping (administrative and plan review fee)	\$50.00 (all permits)
PARKING CONTAINER ON PUBLIC PARKING (PER DAY)	No charge for 7 or fewer total days \$25.00 per day (8+ days)
Aerial utility construction (over lashing of existing wires)	\$0.10 per L.F.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND GRANTING TO
MEDIACOM SOUTHEAST LLC (“MEDIACOM”) THE RIGHT TO USE THE
RIGHTS-OF-WAY OF THE CITY OF FAIRHOPE, ALABAMA (THE “CITY”) TO
PROVIDE CABLE SERVICES TO THE CITIZENS OF THE CITY UNDER THE
TERMS OF A CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT**

WHEREAS, Alabama Code § 11-43-62 authorizes and empowers the City to regulate the use of the streets for the erection of all systems of wires and conduits and generally to control and regulate the use of the streets for any and all purposes, and to grant franchises for such as the City deems advisable; and

WHEREAS, Mediacom’s franchise agreement granted pursuant to Ordinance 1671, adopted January 13, 2020, will expire on January 1, 2025, and Mediacom now desires to enter into a new franchise agreement with the City; and

WHEREAS, the Cable Television System Franchise Agreement attached hereto and incorporated herein by this reference (hereinafter the “Agreement”) sets forth the terms and conditions pursuant to which Mediacom shall operate its cable television system, including the fees that shall be paid to the City with respect to same.

NOW THEREFORE, BE IT ORDAINED by the City Council (the “Council”) of the City of Fairhope, Alabama as follows:

The Mayor is hereby authorized to execute the Agreement for and on behalf of the City. A copy of the Franchise Agreement is on file in the office of the City Clerk.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance (including the Cable Television System Franchise Agreement attached hereto) is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. If any of the terms or provisions set forth in the Agreement are inconsistent or otherwise in conflict with any of the terms or provisions in Ordinance Number 1284 (Cable Television), then the terms and provisions set forth in the Agreement shall prevail with respect to the Agreement.

This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

APPROVED AND ADOPTED by the Council this 22nd day of August, 2022

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

APPROVED AND ADOPTED by the Council this 22nd day of August, 2022

Sherry Sullivan, Mayor

EXECUTIVE SUMMARY

PROPOSED **CABLE TELEVISION FRANCHISE AGREEMENT** **BETWEEN CITY OF FAIRHOPE** **AND** **MEDIACOM SOUTHEAST LLC**

The purpose of this summary is to highlight some of the key provisions that are proposed for a new Cable Television Franchise with Mediacom. The following provisions are proposed for the City's new Franchise:

- The proposed Agreement incorporates the minimum Federal Customer Service Standards, significantly increases insurance requirements and includes extensive construction standards.
- Permit fees are to be paid in addition to franchise fees.
- The proposed Agreement includes franchise fee to be paid on a monthly basis at 5% of Gross Revenues. In the event that a Franchise Fee payment is not received by the City on or before the date due, Mediacom shall pay in addition to the payment, or sum due, interest from the due date at an annual rate equal to the maximum rate permitted under state law, or six percent (6%) if no such rate is legally specified.
- The proposed Agreement incorporates all rights and regulatory authority allowed under the Cable Act and applicable FCC regulations.
- If any audit reveals an underpayment by Grantee of more than 10% or more during any audit period, Grantee shall be responsible for City's reasonable costs associated with the audit.
- The proposed agreement includes a franchise term of ten (10) years.
- Due to recent FCC 621 Order, Mediacom will no longer be required to provide free cable service to municipal and public-school buildings.
- Mediacom agreed to reimburse the City \$3,000.00 towards the cost of renewing the franchise.
- An audit was performed for the period January 1, 2020 through December 31, 2021 and the City recovered \$6,072.55 in underpaid franchise fees that were not paid on late fee revenue. This will result in the City receiving slightly more than \$3,000.00 annually in franchise fees.

FRANCHISE AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2022 (the “Effective Date”), and is between the City of Fairhope, Alabama (the “Franchising Authority” or the “City”), and Mediacom Southeast, LLC (the “Company”).

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, Franchising Authority desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1 Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not consistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. "Cable Act" means Title VI of the Cable Act of 1934, as amended.
- C. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. "Franchise Authority" means Franchise Authority of Fairhope, a municipal corporation, in the State of Alabama, acting by and through its City Council, or its lawfully appointed designee.
- F. "Franchise Authority Code" means all local ordinances, laws and regulations of the Franchise Authority.
- G. "FCC" means Federal Communications Commission or successor governmental entity thereto.

- H. "Franchising Authority" means Fairhope, Alabama.
- I. "Grantee" means Mediacom Southeast, LLC or the lawful success transferee, or assignee thereof.
- J. "Gross Revenues" means all revenue derived from the provision and operation of the Cable System and services within the municipal boundaries of the Franchise Authority including, but not limited to, all Cable Service fees, Franchise/video service fees, equipment rental, premium services, pay-per-view, home wire maintenance service revenue, late fees, home shopping commissions, installation, disconnection and connection fees, advertising revenue, equipment revenue and related income sources. If Grantee offers voice, video and data services for one bulk fee, the Franchising Authority will still receive a five percent franchise fee on the amount of the bulk fee attributable to the video service. The term Gross Revenue shall not include any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area
- M. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.16.
- N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in the Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services.

Notwithstanding the above grant to use Public Ways, no Public Ways shall be used by Grantee if Franchising Authority determines that such use is inconsistent with the terms, conditions, or provisions by which such Public Way was created or dedicated, or with the present use of the Public Way. Any use by Grantee of the Public Ways shall be subject to all local Franchise Authority Code requirements governing the Public Ways.

2.2 Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization from the Franchise Authority containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 4.5 of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.

2.3 Other Ordinances. The Grantee agrees to comply with the terms of the Franchise Authority Code. Neither party may unilaterally alter the material rights nor obligations set forth in this Franchise. In the event of a conflict between the Franchise Authority Code and this Franchise, this Franchise shall control.

2.4 Other Authorizations. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Franchising Authority; provided, however, that no such franchise or similar lawful authorization shall contain material terms or conditions which, when considered as a whole, are substantially more favorable or less burdensome to the competitive provider than the material terms and conditions herein. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the overall regulatory and financial burdens on each entity are generally equivalent.

Notwithstanding any provision to the contrary, should any non-wireless facilities-based entity provide Cable Service within the Franchise Area during the term of this Franchise without a Franchise granted by the Franchising Authority and the Franchising Authority has the legal authority under State and Federal law to impose a Franchise on such entity, then Grantee shall have all rights which may be available to assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

SECTION 3 **Standards of Service**

3.1 Registration, Permits, Construction Codes, and Cooperation.

A. Grantee shall comply with the construction requirements of local, state and federal laws.

- B. Grantee agrees to obtain a permit as required by Franchising Authority prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities in the Public Way, other than for the normal routine installation of Drop(s) and maintenance activities. Notwithstanding the foregoing, Franchising Authority understands and acknowledges there may be instances when Grantee is required to make significant repairs that are of an emergency nature. Permits for emergency work, if necessary, shall be applied for as soon as possible, but in no event later than (5) business days after the emergency work has commenced.
- C. The fees paid to obtain permits are separate, and in addition to, any other fees included in the Franchise.
- D. Franchising Authority may issue reasonable policy guidelines to all users of the Public Way to establish procedures for determining how to control issuance of construction permits to multiple users of the same Rights-of- Way. Grantee shall cooperate with Franchising Authority in establishing such policy and comply with the procedures established by the Franchise Authority to coordinate the issuance of multiple construction permits.
- E. Upon reasonable prior written notice, Grantee shall use reasonable efforts to meet with developers and be present at pre-construction meetings to ensure that Cable System facilities are installed in new developments within the Service Area in a timely manner, with such obligation being subject to all other requirements or limitations in this Franchise, including the density requirements in Section 3.16.

3.2 Use of Existing Poles or Conduits. Grantee shall use its best efforts to utilize existing poles, conduits and other facilities belonging to either Grantee or other utility providers whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property without the written approval of Franchising Authority. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever Franchising Authority determines that such a move is a public necessity.

3.3 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.4 Restoration of Public Ways. If during the course of the Grantees construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition mandated by the Franchise Authority Code or to reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance if the Franchise Authority Code is silent on the issue.

3.5 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services.

3.6 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than: (1) five (5) business days advance notice to arrange temporary wire alterations and thirty days to complete the raising or lowering of such lines; (2) thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.7 Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against Franchise Authority for restoration, repair or damages.

3.8 Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.

3.9 Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

3.10 FCC Reports. Any reports filed by Grantee with the FCC shall upon written request, be filed with Franchise Authority or its designee within Thirty (30) days of the date when report is filed with the FCC.

3.11 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural in order to access and maintain the Cable System. Any trimming of trees by the Grantee in the Public Way shall be subject to such regulation or supervision as the Mayor or other authorized official may establish to protect the public health, safety and convenience.

3.12 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of Franchise Authority, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the health, safety or property of Franchise Authority or any Person.

3.13 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.14 Locating Facilities.

- A. If during the design process for public improvements, Franchise Authority discovers a potential conflict between Grantee's facilities and proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days after written notice from Franchising Authority.

- B. Franchise Authority reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, or maintain any Public Way, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Public way.

3.15 Installation Records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and furnish strand maps to Franchise Authority upon prior written request. Grantee shall cooperate with Franchise Authority to furnish such information in an electronic mapping format, if possible compatible with the then current Franchise Authority electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of- Way and public ways, Grantee shall provide Franchise Authority with Installation records in an electronic format, if possible compatible with the then-current Franchise Authority electronic mapping format showing the location of the underground and above ground facilities.

3.16 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where

there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non- Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.17 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.16 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.18 Public, Educational and Governmental Programming. Grantee shall provide within ninety (90) days of the Franchise Authority's request one (1) PEG channel for public, educational and governmental (PEG) programming as designated in the Franchise Authority's sole discretion.

Any operation of the PEG access channel by Franchise Authority shall be the responsibility of Franchise Authority, and Grantee's obligation is the transmission of such channel. The Franchise Authority will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by Grantee in the future, are provided or submitted to Grantee, at the Grantee's designated connection point, in a manner or form that is capable of being accepted and transmitted by Grantee, without requirement for additional alteration or change in the format or content by Grantee, over the network of Grantee, and which is compatible with the technology or protocol utilized by Grantee to deliver its Cable Service. Grantee is responsible for providing the connectivity to each PEG access Channel distribution point up to the first one thousand (1,000) feet.

3.19 Reimbursement of Costs. If Franchise Authority provided funds are available to any Person using the Public Way for the purpose of defraying relocation costs, the Franchising Authority shall provide the same proportionate cost reimbursement to Grantee.

3.20 Consumer Protection and Service Standards. Grantee shall maintain a convenient local bill payment location in the Franchise Authority for receiving Subscriber payments.

Grantee shall also provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

A. Cable System office hours and telephone availability:

- a. Grantee will maintain a local or toll-free telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
 - i. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - ii. After Normal Business Hours, the access line may be answered by a customer service representative, or an automated response system, including an answering machine. Inquiries received after Normal Business Hours will be responded to by a trained customer service representative no later than the close of the next business day.
 - iii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
 - iv. The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.
 - v. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - vi. Bill payment locations will be open at least during normal business hours.

B. Installations, Outages and Service Calls.

- a. Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:
 - i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred fifty (150) feet from the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal

Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

- iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
- v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

C. Communications between Grantee and Subscribers:

- a. Notifications to subscribers:
 - i. Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - 1. Products and Services offered;
 - 2. Prices and options for programming services and conditions of subscription to programming and other services;
 - 3. Installation and Service maintenance policies;
 - 4. Instructions on how to use the Cable Service;
 - 5. Channel positions of the programming carried on the System; and
 - 6. Billing and complaint procedures, including the address and telephone number of the Franchise Authority.
 - ii. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5.4(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or Franchise Authority on the transaction between the operator and the Subscriber.
- b. Billing:
 - i. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - ii. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

- c. Refunds: Refund checks will be issued promptly, but no later than either:
 - i. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - ii. Thirty (30) days from the return of the equipment supplied by Grantee if Service is terminated.
- d. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- e. Grantee shall comply with the cable industry's on-time guaranty as endorsed by the National Cable Television Association. This on-time guaranty generally provides that if Installation is not commenced within the "appointment window" specified by the operator, Installation shall be free for the Subscriber. Moreover, Grantee shall provide Subscribers with a Twenty and No/ 100 Dollars (\$20.00) credit for any missed service appointments.

3.21 Refund Policy.

- A. If a Grantee's Cable Service is interrupted due to a System outage for twenty-four (24) or more consecutive hours, Subscribers, upon request, shall be credited pro rata for such interruption. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. For this purpose, every month will be assumed to have thirty (30) days.
- B. In the event a Subscriber establishes or terminates Service and receives less than one (1) full month of Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than thirty (30) days from the date of return of the equipment supplied by the Grantee if Cable Service is terminated.

3.22 Late Fees. Fees for the late payment of bills shall be assessed in accordance with applicable law.

SECTION 4 Regulation by the Franchising Authority

4.1 Franchise Fee.

- A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of Gross Revenues (as defined in subsection 1.1 of this Franchise). The franchise fee payment shall be due monthly and payable on the last day of the month. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

In the event that a Franchise Fee payment or other sum due is not received by the Franchising Authority on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at annual rate equal to six percent (6%).

- B. All amounts paid shall be subject to audit and re-computation by Franchising Authority and acceptance of any payment shall not be construed, as an accord that the amount paid is in fact the correct amount. If any audit reveals an error by Grantee of ten percent (10%) or more during any audit period, Grantee shall be responsible for Franchising Authority's reasonable out of pocket costs associated with the audit.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

4.3 Renewal of Franchise. Any renewal of this Franchise shall be performed in accordance with Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

4.5 Transfer of Franchise. Neither the Grantee nor any other Person may sell, transfer or assign the Franchise or any of the Grantee's rights or obligations in or regarding its Cable System or the Franchise without the prior written consent of the Franchising Authority which consent shall not be unreasonably withheld. No change in Control of the Grantee, the Cable System or the Franchise, including actual working control shall occur after the Effective Date, by operation of law, or otherwise, without the prior written consent of the Franchising Authority. Such consent shall not be unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) intercorporate reorganizations between or among entities wholly owned and wholly controlled by the parent company of Grantee to the extent such transaction does not involve a change in the management, day to day operations, or financial condition of the Grantee; provided the Franchising Authority shall be notified by the Grantee in the event of such intercorporate reorganization.

Any request for consent to a transfer shall be handled by the Franchising Authority in accordance with its rules and procedures as such are consistent with federal and state law, with Section 617 of the Cable Act and with regulations of the FCC. Any proposed transferee must accept in writing the Franchise rights and obligations.

SECTION 5

Books and Records

Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Insurance and Indemnification

6.1 Liability Insurance.

- A. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Alabama with a rating by A.M. Best & Co. of not less than "B plus" listing the Franchising Authority as additional insured that shall protect the Grantee, Franchising Authority and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include but shall not be limited to; protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million and No/ 100 Dollars (\$2,000,000.00). The following endorsements shall be attached to the liability policy:
- a. The policy shall provide coverage on an "occurrence" basis.
 - b. The policy shall cover personal injury as well as bodily injury.
 - c. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

- d. Broad form property damage liability shall be afforded.
 - e. Franchising Authority shall be named as an additional insured on the policy.
 - f. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the Franchising Authority will be called upon to contribute to a loss under this coverage.
 - g. Standard form of cross-liability shall be afforded.
 - h. An endorsement stating that the policy shall not be canceled without thirty (30) day notice of such cancellation given to Franchising Authority.
- B. Grantee shall submit upon request to Franchising Authority certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements.
- C. Grantee shall not commence any Cable System construction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

6.2 Indemnification.

- A. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and cost of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, it subcontractor, employees and agents hereunder.
- B. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- C. Franchising Authority does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by Franchising Authority, or the deposit with Franchising Authority by Grantee, of any of the insurance policies described in this Franchise.
- D. The indemnification of Franchising Authority by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such

insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- E. Grantee shall not be required to indemnify Franchising Authority for misconduct on the part of Franchising Authority or its officials, boards, commissions, agents, or employees. Franchising Authority shall hold Grantee harmless, subject to the limitations in state statutes for any damage resulting from misconduct of the Franchising Authority or its officials, boards, commissions, agents, or employees in utilizing any access Channels, equipment, or facilities and for any misconduct by Franchising Authority in connection with work performed by Franchising Authority and permitted by this Agreement, on or adjacent to the Cable System.

In order for Franchising Authority to assert its rights to be indemnified, defended, and held harmless, Franchising Authority must with respect to each claim:

- a. Promptly notify Grantee in writing within ten (10) business days of any claim or legal proceeding which gives rise to such right; and
- b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph 2 above.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall: (A) have thirty (30) days from receipt of the notice described in subsection 7.1: to cure the default; or (B) have ten (10) days from the receipt of the notice described in Subsection 7.1 to respond to the Franchising Authority, contesting the assertion of such noncompliance. The time for Grantee to correct any violation or liability shall be extended by Franchising Authority if the necessary action to correct such violation or liability is of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation or liability.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- a. Commence an action at law for monetary damages or seek other equitable relief; or
- b. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to and to introduce witnesses. A complete verbatim record and transcript shall be made of such hearing using audio or video tape.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to Franchise Authority. Grantee may not abandon the System or any portion thereof without compensating Franchise Authority for all costs incident to removal of the System.

7.7 Removal After Abandonment, Termination or Forfeiture.

- a. In the event of a lawful termination or abandonment of the System, Franchise Authority shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within Franchise Authority.
- b. If Grantee has failed to commence removal of System, or such part thereof as was designated by Franchise Authority, within ninety (90) days after written notice of Franchise Authority's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of Franchise Authority's demand for removal is given, Franchise Authority shall have the right to remove the System at Grantee's expense and/or declare all right, title, and interest to the System to be in Franchise Authority with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

7.8 Force Majeure. Neither party shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the parties to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached.

**SECTION 8
Miscellaneous Provisions**

8.1 Work Performed by Others. All applicable obligations of this Franchise shall apply to any contractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such contractor or others performing work obtain any rights to maintain and operate a System or provide Cable Service. Upon written request by Franchise Authority, Grantee shall provide notice to Franchise Authority of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.

8.2 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.3 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.4 Reservation of Rights. Execution of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by either party of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The parties acknowledge that each party reserves all of its rights under applicable Federal and State Constitutions and laws.

8.5 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Fairhope, Alabama
ATTN: City Clerk
161 North Section St.
Fairhope, AL 36532

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Southeast, LLC
Attn: Jenna Comizio, Legal Affairs
1 Mediacom Way
Mediacom Park, NY 10918

With a copy to: Mediacom Communications
 Attn: Mitchell Brown, Government Relations
 1613 Nantahala Beach Road
 Gulf Breeze, Florida 32563

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.6 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.7 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.8 Term and Acceptance. This Franchise shall be for a term of ten (10) years from the Effective Date of this Agreement. With execution of this Agreement, Company shall also deliver a certified or cashier's check in the amount of Three Thousand Dollars (\$3,000.00) made payable to the City of Fairhope, Alabama, as an acceptance fee and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall serve to recover attorney's fees and consulting expenses incurred by the City in granting this Franchise.

Considered and approved this _____ day of _____, 2022.

CITY of FAIRHOPE, ALABAMA

Mediacom Southeast, LLC

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Grants Management, LLC for Professional Consulting Services for Grants and Grant Management for RFQ No. PS019-22; and hereby authorizes Mayor Sherry Sullivan to execute a Contract of up to \$2,000.00 per month with a not-to-exceed \$24,000.00 annually.

DULY ADOPTED THIS 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/10/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve RFQ No PS019-22 Professional Consulting Services for Grants and Grant Management

Project Location: City

Presented to City Council: 8/22/2022

Resolution # :
Approved _____

Funding Request Sponsor: Jessica Walker, Special Projects and Grants Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 24,000.00 Not-to-Exceed

AUG 16 '22 AM 9:29 *Jaw*

Vendor: Grants Management, LLC

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater 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 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001100-50290
G/L Acct Name: Professional Services

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ 24,000.00 Draft Budget FY2023
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ _____

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

Comments:

Up to \$2k a month with a not-to-exceed amount of \$24K annually

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/10/2022

Purchasing Memo Date: 8/10/2022

Delivered To Date: 8/10/2022

Request Approved Date: 8/10/2022

Request Approved Date: 8/10/2022

Approved Date: 8/10/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: August 10, 2022

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

Re: RFQ PS019-22 Professional Consulting Services for Grants and Grant Management

Lisa A. Hanks, MMC
City Clerk

The Special Projects and Grants Manager, Jessica Walker, is requesting the hiring of a professional grants consultant for RFQ No. PS019-22 Professional Consulting Services for Grants and Grant Management.

Kimberly Creech
Treasurer

Per the City's "Procedure for Procuring Professional Services for Projects Under \$100K", under the section for "Variants to the Procedure", the Mayor exercised Options 1 and chose Grants Management, LLC to perform the professional service.

The purpose for hiring the company is to consult, review, and manage grants, and perform grants administration for the City of Fairhope.

This would be a one (1) year contract with the option to renew for two (2) additional one (1) year terms.

Please place on the next available City Council Agenda this request for City Council to Approve the selection by the Mayor for RFQ No. PS019-22 Professional Consulting Services for Grants and Grant Management and authorize the Mayor to execute a contract of up to \$2,000.00 a month with a not-to-exceed amount of Twenty-Four Thousand Dollars (\$24,000.00) annually.

61 North Section St.
PO Box 429
Fairhope, AL 36533

Cc: file, Jessica Walker

251-928-2136 (p)

GRANT
MANAGEMENT
"Funding For Your Infrastructure Needs"

August 9, 2022

Ms. Jessica Sawyer Walker
Director of Economic and Community Development
City of Fairhope
555 Section Street
Fairhope, Alabama 36532

Re: Proposal for Professional Grant Consulting Services for the City of Fairhope

Dear Ms. Walker:

Please accept this as a formal proposal from Grant Management, LLC to continue to provide on-going Professional Grant Consulting Services to the City of Fairhope. The firm is uniquely qualified to provide the grant services that will ensure the timely and successful submission and implementation of your federal, state and local grant projects. Located in Fairhope, Grant Management, LLC was formed in 2009, and has a 13-year proven track record of securing and administering grants for a wide variety of projects for cities and counties in Alabama. For the past 10 years, I have provided on-going grant preparation and administration services to the City of Fairhope. I have established excellent working relationships with the City of Fairhope's staff, government officials, federal and state funding agency staff, project engineers, environmental consultants, and contractors. My company is responsible for researching funding opportunities, assisting the City in preparing successful grant applications, and the complete administration of the grants that are awarded, from start-up through close-out, meeting all reporting requirements, and ensuring client's compliance with all grant related rules, regulations, and procedures.

Grant Management, LLC has been certified as a woman-owned business in the State of Alabama (Certificate No. WBE-1118323-98). The information enclosed will demonstrate the company's ability to best provide the City of Fairhope's professional grant consulting services. Thank you for the opportunity to provide this proposal to you. Please feel free to contact me if you have any questions or require additional information. I can be reached by phone at (251) 533-6930 or via email at stacylmckean@gmail.com.

Sincerely,



Stacy McKean, Owner

ATTACHMENT A

Scope of Services: Professional Grant Consulting Services that will be provided to the City of Fairhope by Grant Management, LLC will include but may not be limited to the following tasks:

1. Provide the City with on-going high-quality grant consulting services. This includes identification of funding sources for identified projects, grant application preparation, guidance through navigating state and federal grant related processes, meeting with funders and attending grant related meetings, and complete project management of projects once funded.
2. Assess existing and future financial needs and assist the Mayor, Council and Staff with developing a strategic funding plan to maximize the amount of grant funds secured, including prioritizing projects and establishing timelines for funding.
3. Provide the full range of grant administration and management services for all grant funded projects, ensuring compliance with all local, state and federal grant related laws, rules and regulations. The Consultant will utilize professional grant management experience to make certain that no project delays, audit findings, or disallowed costs occur in relation to any grant funded projects.
4. Provide reports on funding progress and status of grant funded projects to the Mayor, City Council and Staff as requested.
5. Work with City Staff to establish comprehensive best management practices for administration of grant funds, including establishment of proper financial and record keeping procedures, procurement and bidding and contracting practices that comply with grant applicable rules, submission of progress and finance reports, close-out and record retention procedures, and compliance with audit requirements.

Note: The Professional Grant Consulting Services provided by Grant Management, LLC will not preclude the Company from responding to Requests for Proposals for Grant Administration of specific grant funded projects where grant administration fees are included and where more in-depth and comprehensive scope of services are required. Grant Management, LLC may opt to not participate in certain activities during the development of such grant applications submitted by the City where Requests for Proposals are anticipated, in order to comply with 2 CFR 200.309(a) of the Code of Federal Regulations.

Summary of Proposed Fees: Professional Grant Consulting Fees provided by Grant Management, LLC to the City of Fairhope will not exceed \$2,000 per month as needed and no more than \$24,000 for the 12-month period from date of signing. This fee will be renewable for two 1-year extensions if there are no changes and both parties agree. A Purchase order and Project number will be issued for each project. If the time spent during the course of the month is less than the proposed monthly fee, then time spent will be billed at the appropriate hourly rate in accordance with Attachment A (Proposal/fee schedule) and will not exceed the monthly fee of \$2,000.

HOURLY RATES

Stacy McKean, Grant Administrator	\$100
Locke Williams, Chief Financial Officer	\$100

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract for Professional Services (“Contract”) is made and entered into by and between the City of Fairhope (hereinafter collectively “City”) and Grant Management, LLC (hereinafter collectively “Company”).

WITNESSETH:

Whereas, the City has expressed the need for a company to provide comprehensive grant preparation and grant management services; and

Whereas, Company has professional experience and expertise in the foregoing; and

Whereas, the City desires to retain Company, and Company desires to provide City the said professional services, all as more fully set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, Company and City do hereby agree as follows:


- I. **Obligations Generally.** The City hereby employs Company, and the Company agrees to perform for the City, those services as set out herein and as provided in Attachment A, which Attachment is expressly incorporated into this Contract. This document shall serve as the binding contract for the services of Company.
- II. **Professional Qualifications.** For the purpose of this Contract, the Company represents and warrants to the City that it possesses the professional, technical, and administrative skills with the specific experience and training necessary to provide the professional services required herein.
- III. **Legal Compliance.** Company shall at all times comply with all applicable Federal, State, and local laws and regulations
- IV. **Independent Contractor.** Company acknowledges that it is an independent contractor, and Company shall at all times remain as such in performing the services under this Contract. Company is not an employee, servant, partner, or agent of the City and has no authority under this Contract, whether express or implied, to contract for or bind the City in any manner. The parties agree that Company shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the subject services, and that the City’s interest herein are expressly limited to the results of said services. Company is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- V. **Entire Agreement.** This Contract represents the entire and integrated agreement between City and Company and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- VI. **Services to be rendered.** Company is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Company represents and warrants that its services shall be performed within the limits and standards provided by the City, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: August 9, 2022

Re: RFQ PS019-22 Mayor Selection of Consultant for Professional Consulting Services for Grants and Grants Management


Lisa A. Hanks, MMC
City Clerk

The Director of Economic and Community Development, Jessica Walker, has need to hire a professional grants consultant for RFQ PS019-22 Professional Consultant Services for Grants and Grant Management. Per the City's "Procedure for Procuring Professional Services for Projects under \$100,000," and the need to update the consulting services contract for grants that is currently in place on a month to month basis, Mrs. Walker and I are submitting the following list from which the Mayor can choose.

Kimberly Creech
Treasurer

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

The short list is:

-  / / Grants Management LLC (Stacy McKean)
- _____ / / None. Submit another list

61 North Section St.
PO Box 429
Fairhope, AL 36533

Cc: file, Jessica Walker, Mayor Sherry Sullivan

251-928-2136 (p)

RESOLUTION NO. _____

AUTHORIZING THE SUBMISSION OF AN FY23 RECREATIONAL TRAILS PROGRAM GRANT APPLICATION TO THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) is accepting grant applications for the FY 2023 Recreational Trails Program (RTP) grants; and

WHEREAS, the City of Fairhope has identified a need to construct an ADA compliant recreational trail located at the northern portion of the Triangle property, just north of Veterans Drive; and

WHEREAS, the total project cost estimate is \$150,000.00 and the City is requesting \$119,999.98 in FY23 RTP funds and, if the grant is funded, the City will provide \$30,000.00 (20%) in local matching funds through a cash contribution.

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 a grant application to ADECA requesting a FY 2023 RTP grant and authorizes the Mayor to sign the required grant application documents on behalf of the City.

DULY ADOPTED THIS 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Public Works Director Estimated Costs

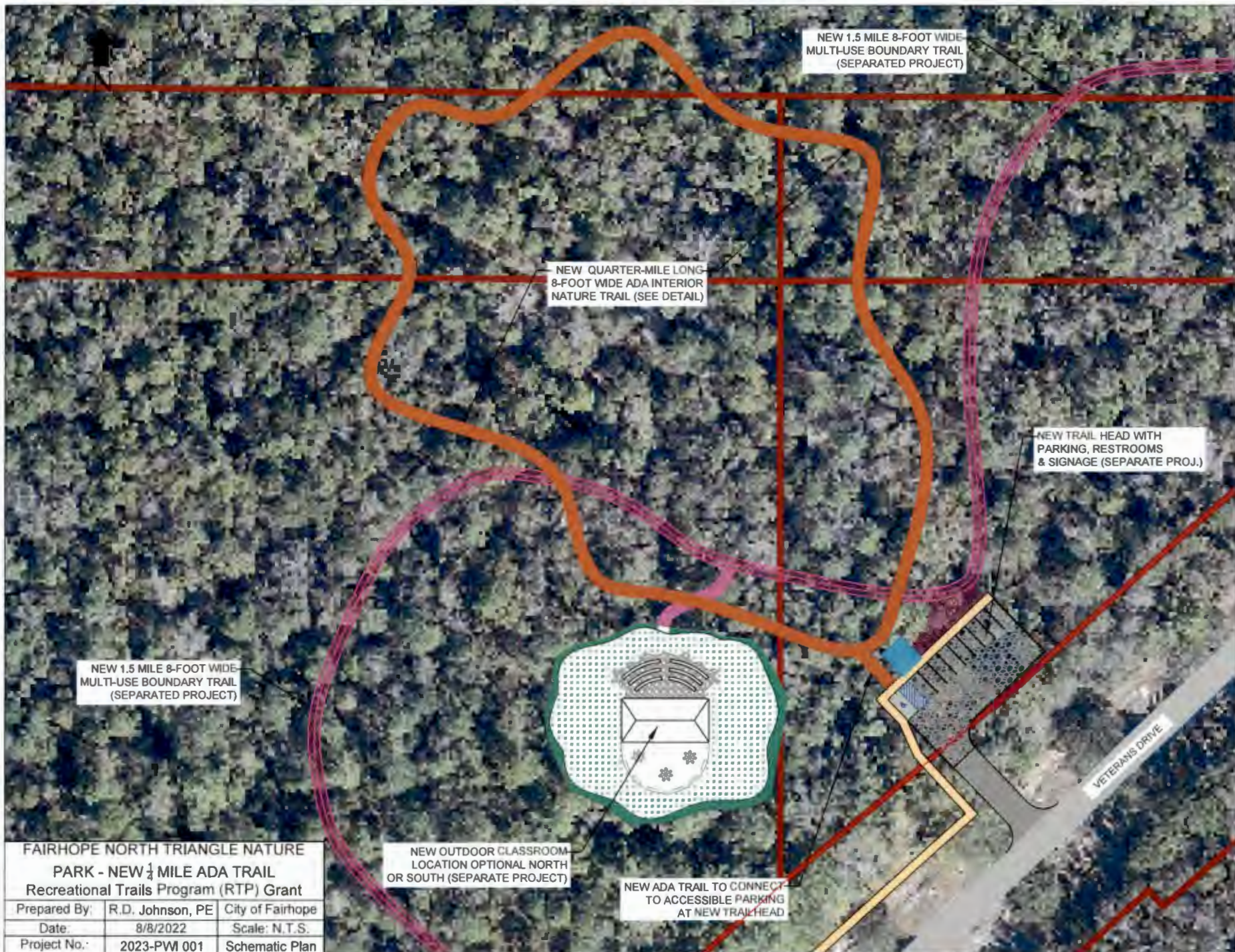
FAIRHOPE NORTH TRIANGLE NATURE PARK - FY2023 RTP FUNDING CYCLE

North Triangle Property - Quarter Mile Long ADA Accessible Nature Trail

Construction Estimate					
Construction of a Hard-Surface 1320+ Foot Long, 8-Foot Wide Interior Nature Trail					
Item #	Description	Unit	Quantity	Unit Price	Amount
1	Clearing and Grubbing	LS	1	\$12,500.00	\$12,500.00
2	Unclassified Excavation	Yd ³	140	\$17.50	\$2,450.00
3	Borrow Excavation (A-2-4(0) or A-4(0))	Yd ³	140	\$27.75	\$3,885.00
4	Crushed Aggregate Base Course, Type A (825A), Plant Mixed, 4" Minimum Compacted Thickness - per SY	SY	250	\$22.50	\$5,625.00
5	4-Inch Thick, 8-Foot Wide Concrete Trail/Pathway - 3000 PSI - Non-Reinforced	SY	1230	\$54.25	\$66,727.50
6	8' Wooden Bridge Boardwalk (Including all timber, galvanized hardware, anchors and Paint) (509D-000)	LF	45	\$300.00	\$13,500.00
7	Mobilization (600A-000)	LS	1	\$10,000.00	\$10,000.00
8	Topsoil, 4" Compacted Thickness (650A-000)	Yd ³	35	\$13.75	\$481.25
9	Seeding (652A-100)	Acre	1	\$750.00	\$750.00
10	Solid Sodding (Centipede) (654A-003)	Yd ²	308	\$6.85	\$2,109.80
11	Mulching (656A-010)	Acre	1	\$900.00	\$900.00
12	Erosion Control Measures (BMP's)	LS	1	\$7,500.00	\$7,500.00
13	Project Contingencies (Including Signage)	Each	1	\$7,500.00	\$7,500.00
Estimated Construction Cost					\$133,928.55

Professional Services Calculations					
Item #	Description	Unit	Quantity	Unit Price	Amount
1	Engineering Survey & Design (7.0% of Construction)	Each	1	\$9,375.00	\$9,375.00
2	Material Testing (1.0% of Construction)	Each	1	\$1,339.29	\$1,339.29
3	Engineering - CE&I (4.0% of Construction)	Each	1	\$5,357.14	\$5,357.14
Estimated Professional Service Cost					\$16,071.43

Estimated Total Cost (Including Engineering, Survey, Design, Material Testing and CE&I)					\$149,999.98
--	--	--	--	--	---------------------



**FAIRHOPE NORTH TRIANGLE NATURE
PARK - NEW ¼ MILE ADA TRAIL**
Recreational Trails Program (RTP) Grant

Prepared By:	R.D. Johnson, PE	City of Fairhope
Date:	8/8/2022	Scale: N.T.S.
Project No.:	2023-PWI 001	Schematic Plan

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 one (1) E-ONE HR100 Quint on a Cyclone Chassis for the Fire Department from Sunbelt Fire, Inc.; the Aerial Ladder Truck is on the H-GAC Cooperative Purchasing Schedule, Contract No. FS12-19 JA06, and therefore does not have to be let out for bid. Lead time on procurement is 780 days. This purchase is non-budgeted, funding of \$400,000.00 in FY 2024 Budget, and the remainder of funding from Impact Fees. The total budgeted amount not-to-exceed \$1,580,443.00.

Adopted on this 22nd day of August, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/9/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of an E-One HR100 Quint Aerial Ladder Truck

Project Location: Fire Dept

Presented to City Council: 8/22/2022

Funding Request Sponsor: Chris Ellis, Fire Chief

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 1,580,443.00 Not-to-Exceed

AUG 10 '22 PM 1:28 *aw*

Vendor: Sunbelt Fire

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater 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 Marine-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001250-50470
G/L Acct Name: Purchases Vehicles & Equipment

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ _____ Funding Available from Impact Fees
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 1,580,443.00

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

Comments: \$400,000 Budget FY2024 , Remaining funding from Impact Fees / (Lead time 780 days)

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/8/2022

Purchasing Memo Date: 8/9/2022

Delivered To Date: 8/9/2022

Request Approved Date: 8/9/2022

Request Approved Date: 8/9/2022

Approved Date: 8/9/2022

Signatures: *Aldrin Stone*
Aldrin Stone

Signatures: *Kim Creech*
Kim Creech

Signatures: *Sherry Sullivan*
Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

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

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

From: 
Erin Wolfe, Purchasing Manager

Date: August 8, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval for Procurement of an Aerial Ladder Truck**

Kimberly Creech
Treasurer

The Fire Chief, Chris Ellis, is requesting procurement of an aerial ladder truck.

The quote for one (1) E-One HR100 Quint on a Cyclone Chassis is for \$1,399,914.00. This quote includes an allowance for cable controls with ergonomic grip for discharge/intake valve actuation and Duo-Safety brand ladders in place of Alco-Lite. In addition, there is a quote for two (2) Holmatro CORE reels for \$39,137.00. Also, there is an addition for loose equipment: One (1) 3"x5" elbow with cap, One (1) 4"x5" adapter with cap, and one (1) JSA-200 stokes basket for \$67,449.00. The total cost for the aerial ladder truck with all accessories is One Million Five Hundred Eight Thousand Four Hundred Forty-Three Dollars (\$1,580,443.00).

This aerial ladder truck is on the H-GAC Cooperative Purchasing Schedule, Contract No. FS12-19 JA06. and therefore does not have to be let out for bid.

This purchase is non-budgeted, but the funding will be from Impact fees.

NOTES:

See Attached Vendor Quote for details.

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for one (1) aerial ladder truck for a not to exceed budgeted amount of \$1,580,443.00.

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

CC file, Chris Ellis, Clint Steadham



8050 McGowin Drive | Fairhope, AL 36532 | Office: 800.642.8484 | Fax: 251.928.9933

Fairhope Volunteer Fire Department
Fairhope, Alabama

August 5, 2022

Please consider our proposal for the following, in strict accordance with technical specifications available upon request:

One (1) or more E-ONE HR100 Quint on a Cyclone Chassis <i>Pricing is based on Quote No. 113325</i>	\$ 1,399,914.00
Loose Equipment, Listed Separately:	\$ 73,943.00
SCBA Quote, Listed Separately:	\$ 67,449.00
Holmatro Quote, Listed Separately:	\$ 39,137.00
Total Price:	\$1,580,443.00

The above proposal pricing is valid for (21) calendar days on the H-GAC Cooperative Purchasing schedule, contract no. FS12-19 JA06. At the expiration of this quote, please contact Sunbelt Fire, Inc., for updated pricing.

The above proposal price includes an allowance for cable controls with ergonomic grip for discharge/intake valve actuation, Duo-Safety brand ladders in place of Alco-Lite, and two (2) Holmatro CORE reels, all pending engineering approval, and the following loose equipment: (1) 3" x 5" elbow with cap, (1) 4" x 5" adapter with cap, (1) JSA-200 stokes basket.

The price quoted includes delivery and instruction & familiarization by a factory trained technician. Delivery shall be within 780 calendar days after receipt of order. Delivery is quoted in good faith and is subject to delays beyond the reasonable control of the manufacturer.

Payment is expected in full upon delivery and acceptance. Statement of Origin and Bill of Sale, or Application for Vehicle Title if applicable, constitute a receipt of payment in full and will be presented at time of receipt of payment or delivery & acceptance as applicable.

The manufacturer reserves the right to make model and engineering changes where deemed necessary for improvement in design, or safety of users, without prior notice to the customer. Units will be built according to all FMVSS, DOT, and NFPA standards unless otherwise noted or requested.

We appreciate the opportunity to provide you with information. This proposal is our written documentation of agreement of terms. Please contact Sunbelt Fire, Inc., with any questions or concerns.

Respectfully submitted,

Greg Silvester (via email)

Territory Manager
Sunbelt Fire, Inc.

QUOTATION

Sunbelt Fire, Inc.

Fairhope Vol. Fire Dept.
Fairhope, Alabama

Quote No: 10054-0002
08/05/2022

Page 1

PART NO	DESCRIPTION	QTY
===== EQUIPMENT LIST FOR TRUCKS =====		1
0.000 ==		
01-25-2600	Adapter, TFT, AA5NJ-NF, 2.5"FM x 1.5"M, Rgd, LW	1
01-25-5100	Adapter, TFT, AA7NF-NF, 1.5" DFM, Swvl, LW	2
01-25-5200	Adapter, TFT, AA7NJ-NJ, 2.5" DFM, Swvl, LW	2
01-25-8100	Adapter, TFT, AA6NF-NF, 1.5" DM, LW	2
01-25-8200	Adapter, TFT, AA6NJ-NJ, 2.5" DM, LW	2
03-07-1300	Axe, Leatherhead FAY-6 6# Flat Head Yellow	2
03-07-1800	Axe, Leatherhead PAY-6 6# Pick Head Yellow	3
03-10-1100	Axe Mounting Bracket, PAC #1011/1004, Flat Head	2
03-10-1200	Axe Mounting Bracket, PAC #1012/1004, Pick Head	2
07-01-1500	Bolt Cutter, Superior FlameFighter #BC36, 36"	1
09-01-1500	Tool Mnt, PAC 1004, Handlelok, Clamp, Adj .125"-1.75"	20
09-01-3500	Tool Mnt, PAC 1040-5, Adapter, Storz, Lok 5" mount	2
09-02-1600	Tool Mnt, PAC K5003 IronsLok Kit	1
09-02-2010	Tool Mount, PAC K5010-12, 8-12# Sledge Hanger/ Pocket Kit	1
09-30-3100	Nozzle Mounting, South Park, Tri-Loc, 1.5"	4
09-30-3200	Nozzle Mounting, South Park, Tri-Loc, 2.5"	4
17-01-1200	Crowbar, FlameFighter, PB-36, 36"	1
17-05-1200	Crowbar Bracket Set, South Park, CHR55Z01C, Chrome	1
17-10-2100	Irons Set, Leatherhead, K-LB30-5, 30" Halligan, 6# Axe w/strap	1
17-10-2600	Sledge Hammer, Leatherhead SLY-10-36 10# HiViz Yel w/Ref Tape	1
24-01-0100	Handlight, Streamlight 44451 Fire Vulcan LED Litebox with Truck Charger	4
25-02-1300	Extinguisher, Dry Chem, Amerex A411, 20ABC, w/810 Bkt	1
25-05-1100	Extinguisher, Water, Amerex 240, Pressurized 2.5G, w/810 Bkt	1
27-01-1100	Floor Runner, Husky HR 3 x 8, 10 oz Vinyl	2
35-01-3100	Hose, Ponn Conquest, FC17X50**15N, 1.75" x 50', 1.5" Cplgs, Striped	8
35-01-3200	Hose, Ponn Conquest, FC25X50**25N, 2.5" x 50', 2.5" Cplgs, Striped	10
37-10-5200	Hose, SnapTite, TPX50X100*50S, 5" x 100', 5" Stz cplgs	6
37-10-5600	Hose, SnapTite, TPX50250*50S, 5" x 25', 5" Stz cplgs	1
41-05-1100	Hose Roller, TFT, A3820	1
41-20-1100	Hose Strap, Akron, 00780001(8)	1
45-20-1100	Interface Cable, FireCom, 4' (need radio model)	2
47-10-2200	Ladder Belt, Gemtor Pomopier 531 w/18" 540 Extension, Size M	1
47-10-2300	Ladder Belt, Gemtor Pomopier 531 w/18" 540 Extension, Size L	2
47-10-2400	Ladder Belt, Gemtor Pomopier 531 w/18" 540 Extension, Size XL	1
51-01-1100	Sprinkler Stop, Akron 10780001 (8)	1
51-01-1200	Rubber Mallet, Nupla SF-2 w/Fiberglass Handle	1
51-05-1100	Shovel, Nupla, #69107, Scoop 27", w/o brckts	1
51-15-2300	Sledge Hammer, Leatherhead SLL-10-36 10# HiViz Yel w/Ref Tape	1
51-16-0400	TNT Tool, TN635 6.5#, 35" Long	1
53-01-1100	Gas Can, Justrite 7120100 2 gal	1
53-10-1100	First Aid Kit, Brooks 25 Unit	1
53-35-1100	Dedication Plaque	1
60-07-2800	Nozzle, TFT, ME1VPGI-212, 1.5", Metro1, Grip, 150@50	2
60-10-5500	Nozzle, TFT, ME22VPGI-354, 2.5", Metro2, Grip, 250@50	2
60-10-6801	Nozzle, TFT, ME22TO-262, 180@50, 2.5" Tip Only	2

PART NO	DESCRIPTION	QTY	
60-20-3200	Tips, TFT, MST-4NJ, 2.5", Stacked Tips, Crossfire	1	
60-90-1405	Shutoff, TFT, J140FP, 2.5", Pistol Grip	1	
60-90-1501	Shutoff, TFT Playpipe, H2-VPP, 2.5" x 1.5"	1	
63-05-1600	NY Hook, Leatherhead NYH-6, 6' Black, Chisel End	1	
63-05-1601	NY Hook, Leatherhead NYH-8, 8' Black, Chisel End	2	
63-05-1602	NY Hook, Leatherhead NYH-10, 10' Black, Chisel End	2	
65-05-1600	PPV Fan, SuperVac, V18-BD-12-AC-SP 18", DeWalt Batt.	1	
69-01-1200	Salvage Cover, Husky HTV 12 x 14 10 oz Vinyl	4	
75-10-1100	Siamese, TFT AY7NJ-NJ, gtd, 2.5"F NH S LH x (2) 2.5"F NH S RL	1	
75-10-1400	Siamese, TFT AY9ST-NJ, gtd, 5"Stz S x (2) 2.5"F NH S	1	
77-30-1100	Spanner Set, TFT, A3810, 4 Spanners, Bkt	2	
77-30-1400	Spanner Set, TFT, A3845, 2 Spnr, 3835 Hyd, Bkt	3	
77-30-1800	Spanner Wrench, TFT, A3835, Hydrant	2	
83-01-1200	Valve, TFT, AV5NJ-NJ, 2.5", Quarter Turn Hydrant	2	
85-85-0001	Rope, CMC G11 Lifeline, Orange, 283111, 7/16" x 100'	2	
85-85-0002	Rope, CMC Redi-Line, 292763, R/W, 7/16" x 100'	2	
85-85-0003	Rope Bag, CMC #4, 430401, Orange	2	
85-85-0004	Rope Bag, CMC #4, 430403, Red	2	
87-01-1400	Wheel Chock, Zico SAC-44-E w/SQCH-44-H Horizontal Bkt (2)	1	
89-10-1100	Wye, TFT, AYNJ-NF, 2.5"x(2)1.5"M, Gated	2	
90-00-0001	Traffic Vest, ANSI 207, 5-Point BreakAway (1 for ea. seating position)	6	
91-91-0001	Defibrillator, Zoll AED Plus, EM21000010102011010, w/ Case	1	
95-20-3300	Honda EU2000i Generator	1	
95-95-0001	Entry Tool, FireHooks HYDRA RAM II, HR-2, w/ Case	1	
96-97-0001	Saw, Stihl, MS 462C-M, 20" Bar, Depth Limiter, (2) chains	1	
96-97-0002	Saw, Stihl, TS 700-14 CutQuik, Cut-off Saw, 14"	1	
96-97-0003	Saw, DeWalt, DCCS677B, 60V Chainsaw, 20" Bar	1	
96-97-0004	Saw, DeWalt, DCS690X2, 60V Cut-off Saw, 9"	1	
96-97-0005	Saw Battery, DeWalt 20-60V FlexVolt 9.0aH	4	
99-99-0002	Traffic Cone, Fluorescent, Dual Refl Band, 28"	5	
99-99-9999	Loose Equipment Surcharge	1	
	Total		73,943.44

QUOTATION

Sunbelt Fire, Inc.

Fairhope VFD
Fairhope, Alabama

Quote No: 10055-0001
08/05/2022

Page 1

PART NO	DESCRIPTION	QTY	
	===== EQUIPMENT LIST FOR TRUCKS =====	1	
	0.000 ==		
98-00-0001	SCBA, MSA G1, 442MA2C0LAR, 4500PSI/30MIN	6	
98-00-0002	SCBA Facepiece, G1, FM1M4C1, 4pt, Cloth Neckstrap, Medium	6	
98-00-0003	SCBA Cylinder, MSA G1, 10175707 4500PSI/30MIN QC	12	
98-00-0004	SCBA Battery, MSA 10148741, Spare	6	
98-00-0005	SCBA Batt. Chrgr, MSA 10158385	1	
	Total		67,449.00

QUOTATION

Sunbelt Fire, Inc.

Fairhope VFD
Fairhope, Alabama

Quote No: 10056-0001
08/05/2022

PART NO	DESCRIPTION	QTY	
	== ===== EQUIPMENT LIST FOR TRUCKS ===== .	1	
	0.000 ==		
98-20-0001	Rescue Tool, Holmatro, 158.152.183, SR 40 PC 2 CORE Duo	1	
98-20-0002	Rescue Tool, Holmatro, 158.012.165, SP 5240 Spreader	1	
98-20-0003	Rescue Tool, Holmatro, 158.012.162, CU 5050 Cutter	1	
98-20-0004	Rescue Tool, Holmatro, 159.000.093, RA 5332 Ram	1	
98-20-0005	Rescue Tool, Holmatro, 158.572.125, 32' Hose, Orange	1	
98-20-0006	Rescue Tool, Holmatro, 158.572.128, 32' Hose, Blue	1	
98-20-0007	Rescue Tool, Holmatro, 150.181.011, HRS 22 Ram Support	1	
98-20-0008	Rescue Tool, Holmatro, 150.582.152, PCS 01 Chain Set	1	
	Total		39,137.00



Customer: Fairhope Vol. Fire Dept.
 Date: 8/5/2022
 Quote No.: 113325

Optional Prepayments

Should the buyer be interested in obtaining additional discounts on this vehicle, an optional prepayment plan is available from E-ONE, Inc.

E-ONE, Inc., is prepared to offer a discount on any amount prepaid within 30 days of the contract date.

This prepayment schedule is only available on a 100% prepayment.

The discounted amount will be deducted from the total invoice amount.

Please refer to the table below for a schedule of approximate discounts realized.

<u>Prepay Amount</u>	<u>Discount Realized</u>
\$1,580,443.00	(\$49,201.00)

If the terms of the above prepayment discount are unacceptable, and the buyer would still wish to obtain additional discounts, the buyer may opt to participate in E-ONE's interest earning rebate program.

The buyer will earn simple interest on any amount prepaid, starting the date prepayment is received. Interest will be accrued until the date the apparatus is shipped from the factory in Ocala, FL.

Please refer to the table below for an approximate schedule of possible rebates earned.

The minimum prepayment allowed to participate in this rebate program is \$25,000.

Estimated Delivery: 780 days* Interest Rate: 3.0%

<u>Prepay Amount</u>	<u>Approximate Rebate*</u>
\$500,000.00	\$32,055.00
\$750,000.00	\$48,082.00
\$1,000,000.00	\$64,110.00
\$1,250,000.00	\$80,137.00
\$1,580,443.00	\$101,322.00

Prepayment is *not* a requirement for this vehicle. It is offered as an option only.

If required, a payment bond can be provided at an additional charge of \$6,322.00, the cost of which will be deducted from any discount/rebate amount.

**Lead times may vary. Values given are approximate and do not represent a contractual amount.*



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Chris Ellis

Date: 8/5/2022

Department: Fire Department

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include categories like 'Under \$5,000', 'Utilities \$5,001-\$10,000', etc.

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Sunbelt Fire Inc. \$ 1,580,443.00

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

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? Aerial Ladder Truck
2. What is the total cost of the item or service? 1,580,443.00
3. How many do you need? One
4. Item or Service Is: [x] New [] Used [] Replacement [] Annual Request
5. Vendor Name (Lowest Quote): Sunbelt Fire Inc.
6. Vendor Number: Click or tap here to enter text.

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? [] Yes [] No [] Emergency Request
2. If budgeted, what is the budgeted amount? Click or tap here to enter text.
3. Budget code: Click or tap here to enter text.

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

555 S Section Street / Fairhope, Alabama 36532
251.928.8003 (p) / www.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 procure four (4) APX6000 700/800 Model 2.5 Portable Handheld Radios for the Fire Department from Motorola Solutions; this type of radio is on the State of Alabama Division of Purchasing Contract Number T3000 with Motorola Solutions, and therefore does not have to be let out for bid. This purchase is non-budgeted, funding will be from Impact Fees. The total budgeted amount not-to-exceed \$20,613.52.

Adopted on this 22nd day of August, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/9/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of four (4) APX6000 700/800 Model 2.5 Portable handheld radios

Project Location: Fire Dept

Presented to City Council: 8/22/2022

Funding Request Sponsor: Chris Ellis, Fire Chief

Resolution # :
Approved _____

Changed _____

Rejected AUG 10 '22 PM 1:23 *tw*

Project Cash Requirement Requested:
Cost: \$ 20,613.52 Not-to-Exceed

Vendor: Motorola Solutions

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Wastewater 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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001250-50470
G/L Acct Name: Purchases Vehicles & Equipment

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ _____ - Funding Available from Impact Fees
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 20,613.52

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

Comments:

[Empty box for comments]

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/4/2022

Purchasing Memo Date: 8/4/2022

Delivered To Date: 8/9/2022

Request Approved Date: 8/9/2022

Request Approved Date: 8/9/2022

Approved Date: 8/9/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Signatures: *Kim Creech*
Kim Creech

Signatures: *Sherry Sullivan*
Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

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

Council Members:

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

From: 
Erin Wolfe, Purchasing Manager

Date: August 4, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval for Procurement of Four (4) APX6000 XE Handheld Radios**

Kimberly Creech
Treasurer

The Fire Chief, Chris Ellis, is requesting procurement of four (4) APX6000 700/800 Model 2.5 Portable handheld radios.

The quote for four (4) APX6000 700/800 Model 2.5 Portable handheld radios is \$4,971.30 each, plus device programming for \$60.00 each, and a charger, single-unit, Impres 2, 3A, 115VAC for \$122.08 each. The total cost for the four (4) radios is Twenty Thousand Six Hundred Thirteen Dollars and Fifty-Two Cents (\$20,613.52).

This type of radio is on the State of Alabama Division of Purchasing contract number T3000 with Motorola Solutions and therefore does not have to be let out for bid.

This purchase is non-budgeted, but the funding will be from Impact fees.

NOTES:

See Attached Vendor Quote for details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for Four (4) APX6000 handheld radios for a not to exceed budgeted amount \$20,613.52.

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

CC file, Chris Ellis, Clint Steadham

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



Billing Address:
FAIRHOPE, CITY OF
PO DRAWER 429
FAIRHOPE, AL 36533
US

Quote Date:08/03/2022
Expiration Date:10/01/2022
Quote Created By:
Stephenie Shirley
Strategic Accounts Manager
stephenieshirley@
cesteamone.com
251.421.7271

End Customer:
FAIRHOPE, CITY OF
DC DALTON COMBS

Contract: 16932 - ALABAMA STATE
CONTRACT

Line #	Item Number	APC	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6000 Series		APX6000 XE					
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	4	\$7,583.00	34.44%	\$4,971.30	\$19,885.20
1a	G996AU	0481	ADD: PROGRAMMING OVER P25 (OTAP)	4				
1b	Q667BB	0481	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	4				
1c	Q361AR	0481	ADD: P25 9600 BAUD TRUNKING	4				
1d	QA02006AA	0481	ENH: APX6000XE RUGGED RADIO	4				
1e	Q58AL	0185	ADD: 3Y ESSENTIAL SERVICE	4				
1f	QA00580AC	0481	ADD: TDMA OPERATION	4				
1g	QA09000AA	0481	ADD: DIGITAL TONE SIGNALING	4				
1h	H38BT	0481	ADD: SMARTZONE OPERATION	4				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	APC	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	Q806BM	0481	ADD: ASTRO DIGITAL CAI OPERATION	4				
2	LSV00Q00202A	0461	DEVICE PROGRAMMING	4	\$60.00	0.0%	\$60.00	\$240.00
3	NNTN8860A	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$169.56	28.0%	\$122.08	\$488.32

Grand Total

\$20,613.52(USD)





Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Chris Ellis

Date: 8/4/22

Department: Fire

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

**Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.*

QUOTES

Vendor Name	Vendor Quote
1. <u>Motorola Solutions Team One</u>	\$ <u>20,613.52</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: 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?** Handheld Radios with Charging bases(programming included)
2. **What is the total cost of the item or service?** 20,613.52
3. **How many do you need?** 4
4. **Item or Service Is:** New Used Replacement Annual Request
5. **Vendor Name (Lowest Quote):** Motorola Solutions Team One
6. **Vendor Number:** Click or tap here to enter text.

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?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** Click or tap here to enter text.
3. **Budget code:** Click or tap here to enter text.

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

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. 3 for (Bid Number 010-20) Church Street Utility and Drainage Improvements to cover the contractor's request for a price increase of the existing sewer rehabilitation, quantity overruns due to inclement weather during the project, and additional work requested by the City for the replacement of an existing corrugated metal pipe at the Morphy Avenue intersection, paving and striping of Oak Avenue (Section St. to Summit St.) and De La Mare Avenue (Section St. to Church St.), and additional rehabilitation of existing sewer main adjacent to the project route by increasing the cost in the amount of \$463,922.30 and to award Change Order No. 3 to Asphalt Services, Inc. (ASI) with a new contract amount of \$5,805,495.75. Due to Change Order No. 3, the working days will be extended by 30 days with the new contract time being 300 working days.

Adopted on this 22nd day of August, 2022

Jimmy Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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. #3 DATE: August 9, 2022

1. DESCRIPTION OF CHANGE:

This change order covers the contractor's request for a price increase of the existing sewer rehabilitation, quantity overruns due to inclement weather during the project, and additional work requested by the City. The additional work requested by the City includes replacement of an existing corrugated metal pipe at the Morphy Avenue intersection, paving and striping of Oak Avenue (Section St. to Summit St.) and De La Mare Avenue (Section St. to Church St.), and additional rehabilitation of existing sewer main adjacent to the project route. Attached is a detail description of the items and cost associated with Change Order No. 3. The attached Engineer's and spreadsheet along with contract price increase request from the contractor detailing the reason for cost increase for the existing sewer lining and manhole rehabilitation. The contract increase and new project total are below. The contract increases and new project totals are below.

2. CHANGE ORDER COSTS: \$463,922.30

Proposal Attached: See Attached Letter, Final Quantities & Underrun 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. Requested Price Increase (Sewer Rehab)	See Attached	Inc	Inc	Inc	\$176,737.45
b. Quantity Overrun	See Attached	Inc	Inc	Inc	\$82,026.63
c. Additional Work Requested (Found Conditions)	See Attached	Inc	Inc	Inc	\$205,158.22
d.*					
TOTAL:					\$463,922.30

*If more than 4 items, provide attachments.

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

4. JUSTIFICATION OF NEED: The increases in material prices are an economic reality that is unavoidable. The original bid is 36 months old. The Prime Contractor (ASI) has honored all prices under their direct control. The Sewer Rehab via cured-in-place lining is a specialty trade that is subcontracted. The material costs have greatly increased from pre-COVID times. Overruns must be memorialized. The additional work is due to found conditions that must be addressed to ensure a quality project. Project underruns are projected to more than cover the CO #3 cost – budget neutral.

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. Material price increases are in line with documented inflationary factors over the last three years. Since all work quantities were competitively bid, costs are within the parameter of the Contract Documents.

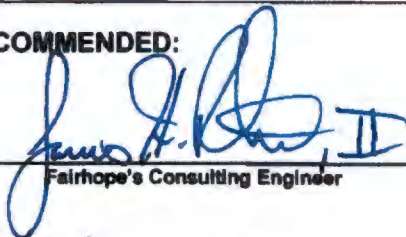
7. **THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:**

- 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: 30 (for additional work – found conditions) – New Contract Time: 300 Working Days**

RECOMMENDED:

BY:


Fairhope's Consulting Engineer

BY:


Utility Representative – Water/Sewer

APPROVED:

BY:


Contractor

BY:

Utility Representative - Gas

BY:


OWNER's Authorized Representative



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

August 9, 2022

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. 3

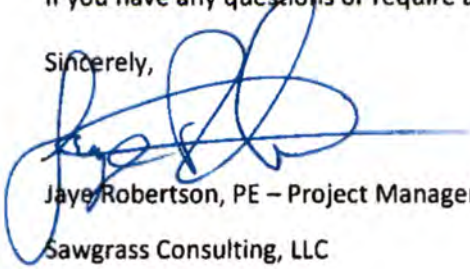
Dear Mayor Sullivan,

Please find attached the Change Order No. 3 request for the referenced project. This change order covers the contractor's request for a price increase of the existing sewer rehabilitation, quantity overruns due to inclement weather during the project, and additional work requested by the City. The additional work requested by the City includes replacement of an existing corrugated metal pipe at the Morphy Avenue intersection, paving and striping of Oak Avenue (Section St. to Summit St.) and De La Mare Avenue (Section St. to Church St.), and additional rehabilitation of existing sewer main near the project route. I have attached a copy of the Change Order No. 3 spreadsheet along with the price increase request from the contractor detailing the reason for cost increase for the existing sewer lining and manhole rehabilitation. 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>	
Revised Contract Amount (w/ CO #2):	<u>\$5,341,573.45</u>	(Approved January 2022)
Change Order #3 Amount:	<u>\$463,922.30</u>	
New Contract Amount:	<u>\$5,805,495.75</u>	
Current Contract Time:	<u>270 Working Days</u>	
Additional Contract Time:	<u>30 Working Days</u>	
New Contract Time:	<u>300 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 blue ink, appearing to read 'Jaye Robertson', with a long horizontal flourish 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



30873 Sgt. E. L. "Bevo" Thomas Drive 202 Government Street, Suite 225
 Spanish Fort, AL 36527 Mobile, AL 36682
 251-644-7900

City of Fairhope
 08/08/2022

Church Street CHANGE ORDER #3 SUMMARY

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
REQUEST FOR CONTRACT UNIT PRICE INCREASE					
*Sewer Rehab Cost Increases					
<u>CONTRACT PRICE</u>					
645-Q1	Existing Manhole Rehabilitation (48" Diameter)	FT	114	\$ 325.00	\$ 37,050.00
	* The lining subcontractor is requesting a cost increase of 30% for this item due to material cost changes since the bid				
<u>REQUESTED PRICE CHANGE</u>					
645-Q1	Existing Manhole Rehabilitation (48" Diameter)	FT	114	\$ 422.50	\$ 48,165.00
				COST INCREASE	\$ 11,115.00
<u>CONTRACT PRICE</u>					
645-Q2	12" Clay Sewer CIPP Lining	LF	3973	\$ 54.00	\$ 214,542.00
	* Price increase request of 54.9%				
<u>REQUESTED PRICE CHANGE</u>					
645-Q2	12" Clay Sewer CIPP Lining	LF	3973	\$ 83.65	\$ 332,341.45
				COST INCREASE	\$ 117,799.45
<u>CONTRACT PRICE</u>					
645-Q3	15" Clay Sewer CIPP Lining	LF	300	\$ 55.00	\$ 16,500.00
	* Price increase request of 58.8%				
<u>REQUESTED PRICE CHANGE</u>					
645-Q3	15" Clay Sewer CIPP Lining	LF	300	\$ 87.34	\$ 26,202.00
				COST INCREASE	\$ 9,702.00
<u>CONTRACT PRICE</u>					
645-Q4	4" Clay Sewer Lateral CIPP Lining (up to 10 ft)	EA	17	\$ 3,090.00	\$ 52,530.00
	* Price increase request of 30%				
<u>REQUESTED PRICE CHANGE</u>					
645-Q4	4" Clay Sewer Lateral CIPP Lining (up to 10 ft)	EA	17	\$ 4,017.00	\$ 68,289.00
				COST INCREASE	\$ 15,759.00



30675 Sgt. E. L. "Beats" Thomas Drive 202 Government Street, Suite 225
 Spanish Fort, AL 36527 Mobile, AL 36682
 251-644-7000

City of Fairhope
 08/08/2022
 Church Street CHANGE ORDER #3 SUMMARY

CONTRACT PRICE						
645-Q5	6" Clay Sewer Lateral CIPP Lining (up to 10 ft)	EA	6	\$ 3,090.00	\$ 18,540.00	
* Price increase request of 30%						
REQUESTED PRICE CHANGE						
645-Q5	6" Clay Sewer Lateral CIPP Lining (up to 10 ft)	EA	6	\$ 4,017.00	\$ 24,102.00	
				COST INCREASE	\$ 5,562.00	
CONTRACT PRICE						
645-O	18" Air to Vacuum Valve Release	EA	2	\$ 10,800.00	\$ 21,600.00	
* Price increase request of \$2,000.00 per unit						
REQUESTED PRICE CHANGE						
645-O	18" Air to Vacuum Valve Release	EA	3	\$ 12,800.00	\$ 38,400.00	
*Requested increase in quantity of 1 to be added near Oak Avenue						
				COST INCREASE	\$ 16,800.00	
REQUESTED PRICE INCREASE TOTAL (SEWER REHAB)					\$ 176,737.45	
CONTRACT QUANTITY OVERRUN						
429-B2	Improved Bituminous Concrete Binder Surface, Patching, 3/4" max agg size mix, ESAL range A/B, apprx. 220#/SY (include tack coat)					
	* used for Erosion Control due to heavy rainfall (Civic Center entrances, between Oak and Magnolia) (Already Paid For)	TONS	471.05	\$ 98.00	\$ 46,162.90	
	* Patching of waterline on Oak Ave from Section to Summit (Already Paid For)	TONS	128	\$ 98.00	\$ 12,544.00	
	* Patching of waterline on De La Mare for Gas (Already Paid For)	TONS	26	\$ 98.00	\$ 2,548.00	
					429-B2 SUBTOTAL	\$ 61,254.90
430-B	Aggregate Surfacing, #57 stone					
	*Used for Erosion Control at the Civic Center, Oak to Magnolia, Magnolia to Fairhope Ave, due to heavy rain (Already Paid For)	TONS	329.71	\$ 63.00	\$ 20,771.73	
QUANTITY OVERRUN TOTAL					\$ 82,026.63	
ADDITIONAL WORK REQUESTED BY THE CITY						
* Remove & Replace 15" CMP @ Morphy Avenue						
206-D1	Removal of 15" RCP	LF	48	\$ 10.00	\$ 480.00	
203-C1	Removal of Asphalt	SY	110	\$ 12.00	\$ 1,320.00	
206-E1	Removal of Existing Inlet	EA	1	\$ 500.00	\$ 500.00	



20673 Sgt. E. L. "Boots" Thomas Drive 202 Government Street, Suite 225
 Spanish Fort, AL 36527 Mobile, AL 36682
 251-444-7900

City of Fairhope
 08/08/2022
 Church Street CHANGE ORDER #3 SUMMARY

533-Z	Connect to Existing Inlet	EA	1	\$ 1,000.00	\$ 1,000.00
621-C4	Inlet, Type Curb & Grate	EA	1	\$ 4,129.20	\$ 4,129.20
533-A1	15" Storm Drain, RCP	LF	48	\$ 95.15	\$ 4,567.20
MORPHY AVE. DRAINAGE IMPROVEMENT ADDITION SUBTOTAL					\$ 11,996.40
* Oak Avenue and De la Mare Avenue Paving and Striping Additions					
429-A	Improved Bituminous Concrete Wearing Surface, 3/4" max agg size mix, ESAL range A/B, apprx. 165#/SY (include tack coat)				
	* Oak Ave (Section to Summit)	TONS	180	\$ 110.00	\$ 19,800.00
	* De La Mare (Section to Church)	TONS	220	\$ 110.00	\$ 24,200.00
408-A	*Planing Existing Pavement (Estimated)				
	* Oak Ave (Section to Summit) (lay gutter and tie ins)	SY	910	\$ 6.00	\$ 5,460.00
	* De La Mare (Section to Summit)(along gutter & tie ins)	SY	640	\$ 6.00	\$ 3,840.00
701-A2	Solid White Stripe, Class 2, Type A				
	* De La Mare Ave. (1,726 LF)	MILE	.33	\$ 7,000.00	\$ 2,310.00
701-A3	Solid Yellow Stripe, Class 2, Type A				
	* De La Mare Ave. (158 LF)	MILE	.03	\$ 7,000.00	\$ 210.00
701-A3	Solid Blue Stripe, Class 2, Type A				
	* De La Mare	LF	130	\$ 1.75	\$ 227.50
703-A	Traffic Control Markings				
<u>Stop Bar</u>					
	Oak Ave	SF	90	\$ 6.00	\$ 540.00
	De La Mare	SF	30	\$ 6.00	\$ 180.00
<u>Cross Walks</u>					
	De La Mare	SF	400	\$ 6.00	\$ 2,400.00
<u>Arrow</u>					
	De La Mare	SF	16.5	\$ 6.00	\$ 99.00
<u>Handicap Markings</u>					
	De La Mare	SF	4.72	\$ 6.00	\$ 28.32
OAK AVE. & DE LA MARE AVE. PAVING AND STRIPING SUBTOTAL					\$ 59,294.82
* Sewer lining of 8" Clay on Magnolia Ave (Church St to Summit Drive)					
645-Q2	CIPP Lining of Main	LF	500	\$ 83.65	\$ 41,825.00



30673 Sgt. S. L. "Buck" Thomas Drive 2504 Government Street, Suite 220
 Spanish Fort, AL 36527 Mobile, AL 36682
 251-544-7500

City of Fairhope

08/08/2022

Church Street CHANGE ORDER #3 SUMMARY

645-Q4	4" Clay Sewer Lateral Lining	EA	5	\$ 4,017.00	\$ 20,085.00
* Sewer lining on Main behind Broken Egg					
645-Q2	Sewer Main Lining	LF	380	\$ 83.65	\$ 31,787.00
645-Q4	4" Lateral Lining	EA	10	\$ 4,017.00	\$ 40,170.00
ADDITIONAL SEWER LINING SUBTOTAL					\$ 133,867.00
ADDITIONAL WORK REQUESTED BY THE CITY TOTAL					\$ 205,158.22
CHANGE ORDER #3 TOTAL					\$ 463,922.30



August 3, 2022

Sawgrass Consulting
Attn: Jaye Robertson
30673 Sgt. E.I. "Boots" Thomas Dr
Spanish Fort, AL 36527

Re: Church St Drainage

Jaye,

This letter is to serve as a request to increase the contract amount on the Church St. Drainage job due to the recent increase in prices on all materials required to complete the job. We are specifically requesting a price increase to cover manhole rehab, 12" CIPP, 15" CIPP, & lateral liners. See attached back up from one of our subcontractors for the job, if you need any specifics regarding this request, please do not hesitate to contact me.

Sincerely,



Greg Smith

gsmith@asi-gc.com



06/30/2022

Gulf Coast Underground
Spencer Tuell

Re: Material Price Increase

To Whom it may concern:

Over the past year LMK has implemented multiple price increases as we have incurred increased costs due to strain in world supply chain and the increase in cost of textiles and resin. These increases have been as follows:

4/1/2021: 2.5% - 4% on various products

9/20/2021: 2.5%-4% on various products, 26% on resin

1/3/2022: 5% on most products, 2-6% on various products

As we work together in navigating through the volatility in raw materials pricing and supply, LMK will continue to remain in constant communication. Should you require anything further please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink, appearing to read "Steve Maszczak", is written over a light gray rectangular background.

Steve Maszczak

Director of Sales

Phone: 815.433.1275 Fax: 815.433.0107 Web: lmktechnologies.com

LMK Technologies, LLC, 1779 Chessie Lane, Ottawa, IL 61350-9687



Wellbuilt Environmental
Solutions

June,10 2022

**Re: Wet Liner Price Increase
Paul Kleinschrodt
Gulf Coast Underground**

Paul,

Due to Global Supply Chain instability, the unfolding Ukraine War, & Severe Inflation we are seeing increases in all of our production costs. WBE is also seeing major increases in Freight as well as Labor, and we do not expect any relief in 2022.

The quotes you received in January of 2019 for 12in and 15in liner were:

12in @ \$16.25/LF

15in @ \$24.74/LF

Our current price for these sizes due to cost increases are:

12in @ \$29.82/LF

15in @ \$42.04/LF

These are effective 6/1/22 thru 9/1/22

I hope this explanation is sufficient and please feel free to contact me with any further questions.

Regards,

A handwritten signature in blue ink, appearing to read "Tyler Stewart", is written over a horizontal blue line that spans the width of the page.

**Tyler Stewart
Director of MFG.**

Greg Smith

From: pkleinschrodt@gulfcoastunderground.com <pkleinschrodt@gulfcoastunderground.com>
Sent: Thursday, July 21, 2022 3:10 PM
To: Greg Smith
Subject: GCU price increase
Attachments: GCU CPI.xlsx; 2933_001.pdf; CO1.xlsx; Historic Price Increase Letter GCU 6.30.2022.pdf

Greg,

We are requesting a price increase to cover material prices for resin and felt as well as CPI. I've attached the full spreadsheet of our CPI adjustments here so you can track the math. As for the CIPP pricing, resin from Interplastics (resin supplier) has gone up a 55% increase since the time of the bid. Felt has gone up roughly 15%. What that means for the pay item increases on our job is as follows:

Manhole Rehab: 30%
12" CIPP - 54.9%
15" CIPP - 58.8%
Lateral Liners - 30%

The total increase is roughly 46% across all pay items.

I also included in the letters from the suppliers, calculation wage inflation, vehicle/equipment inflation, etc. I tried to lay this out as clearly as possible, but please take a minute to dig through it and let me know if anything is unclear.

Lastly, I have included a spreadsheet showing the previous pay items and the proposed new pay items.

For reference, we held the annual CIPP contract for the City of Lafayette, LA for the last 3 years at \$163,500. This year, we were the low bidder on the same contract for \$334,200.

Let me know if you and the owner agree to this request so we can schedule the work.

Thanks,

Paul Kleinschrodt, PE*, PMP
Vice President

Gulf Coast Underground, LLC
5655 Middle Rd Theodore, AL 36582
<https://gulfcoastunderground.com/>
Office: 251-725-0200
Cell: 251-895-0656

*AL, FL, GA

NOTE: The information contained in this email is for general informational purposes only and should not be construed as professional engineering advice. Any use of the information contained herein, or any reliance on or decisions made based on it, are not the responsibility of GCU, its agents, or employees.

E-mail is not a secure mode of communication and may be accessed by unauthorized persons. This communication



UNDERRUN/OVERRUN REPORT - City of Fairhope
Church Street Utility and Drainage Improvements

DATE: July 27, 2022

UNDER =	
ON BUDGET =	
OVER =	

ITEM #	DESCRIPTION	UNIT	QTY	ASPHALT SERVICES		TO DATE (7/26/2022)		PROJECTED		TOTAL	
				UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
201-A	CLEARING & GRUBBING (INCL. BUSH PROTECTION & RELAYING)	LS	1	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00	0.00	\$ -	1.00	\$ 35,000.00
206-C1	REMOVAL OF ASPHALT PAVEMENT (INCLUDING SAW CUTTING ALL DEPTHS)	SY	8,500	\$ 12.00	\$ 102,000.00	4,649.20	\$ 55,790.40	1,000.00	\$ 12,000.00	5649.20	\$ 67,790.40
206-C2	REMOVAL OF CONCRETE SIDEWALK (INCLUDING SAW CUTTING ALL DEPTHS)	SY	1,461	\$ 8.00	\$ 11,688.00	1,105.35	\$ 8,842.80	240.00	\$ 1,920.00	1345.35	\$ 10,762.80
206-C3	REMOVAL OF CONCRETE DRIVEWAY (INCLUDING SAW CUTTING ALL DEPTHS)	SY	300	\$ 8.00	\$ 2,400.00	257.80	\$ 2,062.40	25.00	\$ 200.00	282.80	\$ 2,262.40
206-C4	REMOVAL & RESET BRICK PAVERS	SY	185	\$ 25.00	\$ 4,625.00	105.85	\$ 2,646.25	13.00	\$ 325.00	118.85	\$ 2,971.25
206-D1	REMOVAL OF PIPE-15" (ALL TYPES)	LF	35.0	\$ 10.00	\$ 350.00	136.00	\$ 1,360.00	0.00	\$ -	136.00	\$ 1,360.00
206-D2	REMOVAL OF PIPE-18" (ALL TYPES)	LF	1,250	\$ 20.00	\$ 25,000.00	1,012.00	\$ 20,240.00	0.00	\$ -	1012.00	\$ 20,240.00
206-D3	REMOVAL OF PIPE-24" (ALL TYPES)	LF	1,164	\$ 20.00	\$ 23,280.00	779.00	\$ 15,580.00	0.00	\$ -	779.00	\$ 15,580.00
206-D4	REMOVAL OF PIPE-48" (ALL TYPES)	LF	110	\$ 30.00	\$ 3,300.00	90.00	\$ 2,700.00	0.00	\$ -	90.00	\$ 2,700.00
206-D5	REMOVAL OF CONCRETE CURB (ALL TYPES)	LF	3,072	\$ 8.00	\$ 24,576.00	4,649.20	\$ 37,193.60	370.00	\$ 2,960.00	5019.20	\$ 40,153.60
206-D6	REMOVAL OF EXISTING GAS MAIN (ALL TYPES)	LF	700	\$ 15.00	\$ 10,500.00	410.00	\$ 6,150.00	440.00	\$ 6,600.00	850.00	\$ 12,750.00
206-E1	REMOVAL OF INLET/JUNCTION BOX (R/W)	EA	26	\$ 250.00	\$ 6,500.00	31.00	\$ 7,750.00	0.00	\$ -	31.00	\$ 7,750.00
206-E2	REMOVAL OF INLETS/JUNCTION BOX (OUTFALL)	EA	2	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00	0.00	\$ -	2.00	\$ 1,000.00
206-E3	REMOVAL OF EXISTING GAS VALVE/BOX	EA	16	\$ 225.00	\$ 3,600.00	6.00	\$ 1,350.00	2.00	\$ 450.00	8.00	\$ 1,800.00
206-E4	REMOVAL OF EXISTING WATER VALVE/BOX	EA	14	\$ 250.00	\$ 3,500.00	14.00	\$ 3,500.00	0.00	\$ -	14.00	\$ 3,500.00
209-A	MAILBOX RESET (ALL TYPES)	EA	17	\$ 500.00	\$ 8,500.00	10.00	\$ 5,000.00	3.00	\$ 1,500.00	13.00	\$ 6,500.00
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	19,555	\$ 8.50	\$ 166,217.50	16,058.81	\$ 136,499.89	1,600.00	\$ 13,600.00	17658.81	\$ 150,099.89
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	15,300	\$ 18.00	\$ 275,400.00	12,266.00	\$ 220,788.00	2,128.00	\$ 38,304.00	14394.00	\$ 259,092.00
214-A	STRUCTURE EXCAVATION	CY	400	\$ 20.00	\$ 8,000.00	433.30	\$ 8,666.00	0.00	\$ -	433.30	\$ 8,666.00
214-B	FOUNDATION BACKFILL, COMMERCIAL	CY	810	\$ 65.00	\$ 52,650.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
230-A	ROADBED PROCESSING (24' WIDTH)	STA	20	\$ 350.00	\$ 7,000.00	20.00	\$ 7,000.00	0.00	\$ -	20.00	\$ 7,000.00
260-A	FLOWABLE FILL (GROUT); ABANDON PIPE IN PLACE (INCLUDING PLUG)	CY	65	\$ 500.00	\$ 32,500.00	31.50	\$ 15,750.00	10.00	\$ 5,000.00	41.50	\$ 20,750.00
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK	SY	8,715	\$ 16.25	\$ 141,618.75	6,326.34	\$ 102,803.03	1,388.66	\$ 22,565.73	7715.00	\$ 125,368.75
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, THICKNESS VARIES	TON	370	\$ 48.00	\$ 17,760.00	265.29	\$ 12,733.92	104.71	\$ 5,026.08	370.00	\$ 17,760.00
408-A	PLANING EXISTING PAVEMENT (DEPTH VARIES)	SY	15,050	\$ 6.00	\$ 90,300.00	6,511.52	\$ 39,069.12	4,000.00	\$ 24,000.00	10511.52	\$ 63,069.12
429-A	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 165LB/SY, (INCLUDING TACK COAT)	TON	1,241	\$ 110.00	\$ 136,510.00	3.00	\$ 330.00	1,238.00	\$ 136,180.00	1241.00	\$ 136,510.00
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCLUDING TACK COAT)	TON	270	\$ 120.00	\$ 32,400.00	0.00	\$ -	270.00	\$ 32,400.00	270.00	\$ 32,400.00
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCLUDING TACK COAT)	EA	939	\$ 98.00	\$ 92,022.00	1,769.65	\$ 173,425.70	160.00	\$ 15,680.00	1929.65	\$ 189,105.70
430-B	AGGREGATE SURFACING, NO.57 STONE	TON	400	\$ 63.00	\$ 25,200.00	351.07	\$ 22,117.41	48.93	\$ 3,082.59	400.00	\$ 25,200.00
533-A1	15" STORM SEWER PIPE, RCP	LF	175	\$ 44.75	\$ 7,831.25	169.00	\$ 7,562.75	0.00	\$ -	169.00	\$ 7,562.75
533-A2	18" STORM SEWER PIPE, RCP	LF	694	\$ 47.20	\$ 32,756.80	734.00	\$ 34,644.80	0.00	\$ -	734.00	\$ 34,644.80
533-A3	24" STORM SEWER PIPE, RCP	LF	529	\$ 58.70	\$ 31,052.30	272.50	\$ 15,995.75	0.00	\$ -	272.50	\$ 15,995.75
533-A4	30" STORM SEWER PIPE, RCP	LF	462	\$ 87.75	\$ 40,540.50	464.00	\$ 40,716.00	0.00	\$ -	464.00	\$ 40,716.00
533-A5	42" STORM SEWER PIPE, RCP	LF	56	\$ 107.10	\$ 5,997.60	56.00	\$ 5,997.60	0.00	\$ -	56.00	\$ 5,997.60
533-A6	48" STORM SEWER PIPE, RCP	LF	734	\$ 140.00	\$ 102,760.00	744.00	\$ 104,160.00	0.00	\$ -	744.00	\$ 104,160.00
533-A7	60" STORM SEWER PIPE, RCP	LF	16	\$ 334.75	\$ 5,356.00	24.00	\$ 8,034.00	0.00	\$ -	24.00	\$ 8,034.00



UNDERRUN/OVERRUN REPORT - City of Fairhope
Church Street Utility and Drainage Improvements
 DATE: July 27, 2022

UNDER =	
ON BUDGET =	
OVER =	

ITEM #	CONSTRUCTION ITEMS			ASPHALT SERVICES		TO DATE (7/26/2022)		PROJECTED		TOTAL	
	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
533-B1	24"x18" STORM SEWER PIPE, RCAP	LF	90	\$ 78.15	\$ 7,033.50	88.00	\$ 6,877.20	0.00	\$ -	88.00	\$ 6,877.20
533-B2	36"x22" STORM SEWER PIPE, RCAP	LF	293	\$ 95.90	\$ 28,098.70	282.00	\$ 27,043.80	0.00	\$ -	282.00	\$ 27,043.80
533-B3	36"x31" STORM SEWER PIPE, RCAP	LF	395	\$ 161.50	\$ 63,792.50	392.00	\$ 63,308.00	0.00	\$ -	392.00	\$ 63,308.00
533-Z	CONNECT EXISTING PIPE TO NEW INLET (ALL SIZES)	EA	13	\$ 1,000.00	\$ 13,000.00	7.00	\$ 7,000.00	0.00	\$ -	7.00	\$ 7,000.00
600-A	MOBILIZATION	LS	1	\$ 153,605.00	\$ 153,605.00	0.80	\$ 122,884.00	0.20	\$ 30,721.00	1.00	\$ 153,605.00
610-C	RIP-RAP, CLASS 3	TON	785	\$ 150.00	\$ 117,750.00	622.50	\$ 93,375.00	51.70	\$ 7,755.00	674.20	\$ 101,130.00
610-D	FILTER FABRIC (NON-WOVEN)	SY	1,200	\$ 4.30	\$ 5,160.00	1,005.82	\$ 4,325.03	0.00	\$ -	1,005.82	\$ 4,325.03
618-A	CONCRETE SIDEWALK, 4" THICK (INCLUDING EXCAVATION)	SY	1,461	\$ 52.00	\$ 75,972.00	1,051.85	\$ 54,696.20	240.00	\$ 12,480.00	1,291.85	\$ 67,176.20
618-B	CONCRETE DRIVEWAY, 8" THICK (INCLUDING EXCAVATION)	SY	300	\$ 64.00	\$ 19,200.00	285.10	\$ 18,246.40	75.00	\$ 4,800.00	360.10	\$ 23,046.40
618-D	HANDICAP RAMPS (ALL TYPES)	EA	29	\$ 1,800.00	\$ 52,200.00	23.00	\$ 41,400.00	11.00	\$ 19,800.00	34.00	\$ 61,200.00
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	34	\$ 235.80	\$ 8,017.20	25.00	\$ 5,895.00	13.00	\$ 3,065.40	38.00	\$ 8,960.40
619-A	PIPE END TREATMENT-OUTFALL	EA	1	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00
620-A	MINOR STRUCTURE CONCRETE	CY	16	\$ 450.00	\$ 7,200.00	1.50	\$ 675.00	0.50	\$ 225.00	2.00	\$ 900.00
621-A1	JUNCTION BOX	EA	11	\$ 3,732.00	\$ 41,052.00	10.00	\$ 37,320.00	0.00	\$ -	10.00	\$ 37,320.00
621-A2	JUNCTION BOX (MODIFIED OUTFALL)	EA	3	\$ 12,133.50	\$ 36,400.50	3.00	\$ 36,400.50	0.00	\$ -	3.00	\$ 36,400.50
621-C1	INLET, TYPE GRATE (ALL SIZES)	EA	5	\$ 2,968.00	\$ 14,840.00	5.00	\$ 14,840.00	0.00	\$ -	5.00	\$ 14,840.00
621-C2	INLET, TYPE S (ALL WINGS)	EA	9	\$ 4,129.20	\$ 37,162.80	8.00	\$ 33,033.60	0.00	\$ -	8.00	\$ 33,033.60
621-C3	INLET, TYPE CURB (ALL SIZES)	EA	10	\$ 2,750.00	\$ 27,500.00	9.00	\$ 24,750.00	0.00	\$ -	9.00	\$ 24,750.00
621-C4	INLET, TYPE CURB/GRATE (ALL SIZES)	EA	4	\$ 2,750.00	\$ 11,000.00	9.00	\$ 24,750.00	0.00	\$ -	9.00	\$ 24,750.00
621-C5	INLET, TYPE WEIR	EA	3	\$ 3,772.50	\$ 11,317.50	2.00	\$ 7,545.00	0.00	\$ -	2.00	\$ 7,545.00
623-A	CONCRETE VALLEY GUTTER	LF	150	\$ 24.00	\$ 3,600.00	477.30	\$ 11,455.20	183.00	\$ 4,392.00	660.30	\$ 15,847.20
623-C	CONCRETE CURB AND GUTTER	LF	3,072	\$ 21.00	\$ 64,512.00	4,105.55	\$ 86,216.55	190.00	\$ 3,990.00	4,295.55	\$ 90,206.55
634-G	CHAIN LINK FENCE, TEMPORARY, RESET, REMOVE	LF	500	\$ 25.00	\$ 12,500.00	500.00	\$ 12,500.00	0.00	\$ -	500.00	\$ 12,500.00
641-A1	8" C900 WATER MAIN	LF	2,700	\$ 41.35	\$ 111,645.00	1,377.60	\$ 56,963.76	0.00	\$ -	1,377.60	\$ 56,963.76
641-A2	8" CLASS 350 DI WATER MAIN RESTRAINED JOINT	LF	310	\$ 67.35	\$ 20,878.50	94.05	\$ 6,334.27	0.00	\$ -	94.05	\$ 6,334.27
641-A6	6" CLASS 350 DI WATER MAIN RESTRAINED JOINT	LF	120	\$ 60.85	\$ 7,302.00	225.90	\$ 13,746.02	0.00	\$ -	225.90	\$ 13,746.02
641-A3	2" PVC SERVICE LINE, CL 200	LF	200	\$ 26.00	\$ 5,200.00	0.00	\$ -	20.00	\$ 520.00	20.00	\$ 520.00
641-A4	3/4" K COPPER SERVICE LINE	LF	2,400	\$ 28.30	\$ 67,920.00	66.00	\$ 1,867.80	0.00	\$ -	66.00	\$ 1,867.80
641-A5	1" K COPPER SERVICE LINE	LF	1,000	\$ 29.50	\$ 29,500.00	510.06	\$ 15,046.70	367.49	\$ 10,841.00	877.55	\$ 25,887.70
641-C	DUCTILE IRON FITTINGS (WATER)	LBS	6,010	\$ 12.50	\$ 75,125.00	6,896.97	\$ 86,212.13	403.00	\$ 5,037.50	7,299.97	\$ 91,249.63
641-D	FIRE HYDRANT ASSEMBLY	EA	2	\$ 4,700.00	\$ 9,400.00	7.00	\$ 32,900.00	2.00	\$ 9,400.00	9.00	\$ 42,300.00
641-E	FIRE HYDRANT RESET	EA	6	\$ 2,850.00	\$ 17,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
641-J1	8" GATE VALVE WITH BOX	EA	14	\$ 2,121.00	\$ 29,694.00	21.00	\$ 44,541.00	3.00	\$ 6,363.00	24.00	\$ 50,904.00
641-J2	6" GATE VALVE WITH BOX	EA	9	\$ 1,835.00	\$ 16,515.00	8.00	\$ 14,680.00	1.00	\$ 1,835.00	9.00	\$ 16,515.00
641-J3	2" GATE VALVE BOX	EA	3	\$ 1,088.00	\$ 3,264.00	0.00	\$ -	3.00	\$ 3,264.00	3.00	\$ 3,264.00
641-L	CONCRETE FOR WATER MAIN	CY	20	\$ 500.00	\$ 10,000.00	0.00	\$ -	20.00	\$ 10,000.00	20.00	\$ 10,000.00
641-O	6" TAPPING VALVE AND SLEEVE AND TAP	EA	1	\$ 4,787.85	\$ 4,787.85	0.00	\$ -	1.00	\$ 4,787.85	1.00	\$ 4,787.85
641-P	SERVICE TAP (TAPPING SLEEVE, SADDLE, CORP STOP, AND COUPLING)	EA	48	\$ 625.00	\$ 30,000.00	51.00	\$ 31,875.00	21.00	\$ 13,125.00	72.00	\$ 45,000.00
641-R1	WATER SERVICE AND BOX	EA	48	\$ 575.00	\$ 27,600.00	34.00	\$ 19,550.00	21.00	\$ 12,075.00	55.00	\$ 31,625.00
641-R2	WATER SERVICE AND REG. 2" SERVICE	EA	2	\$ 2,455.00	\$ 4,910.00	0.00	\$ -	5.00	\$ 12,275.00	5.00	\$ 12,275.00



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CONSTRUCTION ITEMS				ASPHALT SERVICES		TO DATE (7/26/2022)		PROJECTED		TOTAL	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
641-S	CONNECTION TO EXISTING WATER MAIN	EA	8	\$ 4,250.00	\$ 34,000.00	6.00	\$ 25,500.00	1.00	\$ 4,250.00	7.00	\$ 29,750.00
645-A1	18" C-900 PVC SANITARY SEWER GRAVITY PIPE	LF	170	\$ 165.00	\$ 28,050.00	100.00	\$ 16,500.00	0.00	\$ -	100.00	\$ 16,500.00
645-A2	18" PVC SANITARY SEWER FORCE MAIN PIPE, SDR 21	LF	4,020	\$ 85.00	\$ 341,700.00	3,300.00	\$ 280,500.00	720.00	\$ 61,200.00	4020.00	\$ 341,700.00
645-A3	18" DI SANITARY SEWER FORCE MAIN PIPE RESTRAINED JOINT	LF	90	\$ 402.00	\$ 36,180.00	0.00	\$ -	40.00	\$ 16,080.00	40.00	\$ 16,080.00
645-A4	10" DI SANITARY SEWER FORCE MAIN PIPE RESTRAINED JOINT	LF	20	\$ 375.00	\$ 7,500.00	0.00	\$ -	20.00	\$ 7,500.00	20.00	\$ 7,500.00
645-A5	1 1/2" PVC FORCE MAIN PIPE, INCLUDING FITTINGS	LF	150	\$ 23.50	\$ 3,525.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
645-C	MULTI-DI IRON FITTINGS (FORCE MAIN)	LBS	5,250	\$ 14.75	\$ 77,437.50	3,099.06	\$ 45,711.14	4,231.70	\$ 62,417.58	7330.76	\$ 108,128.71
645-E	4" PVC STACKS AND LATERALS (INCLUDING REMOVAL OF EXISTING AND FITTING FOR RE-ESTABLISHMENT)	LF	2,400	\$ 52.00	\$ 124,800.00	379.30	\$ 19,723.60	150.00	\$ 7,800.00	529.30	\$ 27,523.60
645-F1	ABANDON 8" EXISTING SANITARY SEWER	LF	1,730	\$ 9.75	\$ 16,867.50	0.00	\$ -	1,730.00	\$ 16,867.50	1730.00	\$ 16,867.50
645-F2	ABANDON 18" EXISTING SANITARY SEWER	LF	175	\$ 38.00	\$ 6,650.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
645-H1	48" MANHOLE (4'-6" DEPTH)	EA	1	\$ 5,800.00	\$ 5,800.00	1.00	\$ 5,800.00	0.00	\$ -	1.00	\$ 5,800.00
645-H2	60" MANHOLE (8'-10" DEPTH)	EA	2	\$ 8,100.00	\$ 16,200.00	1.00	\$ 8,100.00	1.00	\$ 8,100.00	2.00	\$ 16,200.00
645-H3	48" DOGHOUSE MANHOLE (6'-8" DEPTH)	EA	2	\$ 6,400.00	\$ 12,800.00	3.00	\$ 19,200.00	0.00	\$ -	3.00	\$ 19,200.00
645-J	MANHOLE CONE RESET (STA 22+00)	EA	1	\$ 1,200.00	\$ 1,200.00	0.00	\$ -	1.00	\$ 1,200.00	1.00	\$ 1,200.00
645-L1	8" DI DROP CONNECTION	LF	10	\$ 450.00	\$ 4,500.00	0.00	\$ -	10.00	\$ 4,500.00	10.00	\$ 4,500.00
645-L2	18" DI DROP CONNECTION	LF	4	\$ 1,685.00	\$ 6,740.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
645-M	CONNECTION TO EXISTING MANHOLE	EA	2	\$ 2,650.00	\$ 5,300.00	3.00	\$ 7,950.00	0.00	\$ -	3.00	\$ 7,950.00
645-N	ABANDON EXISTING MANHOLE	EA	5	\$ 1,500.00	\$ 7,500.00	0.00	\$ -	5.00	\$ 7,500.00	5.00	\$ 7,500.00
645-O	18" AIR AND VACUUM VALVE ASSEMBLY	EA	2	\$ 10,800.00	\$ 21,600.00	0.00	\$ -	2.00	\$ 21,600.00	2.00	\$ 21,600.00
645-P1	SEWER BYPASS PUMPING, 8" DIAMETER	LS	1	\$ 45,000.00	\$ 45,000.00	1.00	\$ 45,000.00	0.00	\$ -	1.00	\$ 45,000.00
645-P2	SEWER BYPASS PUMPING, 15" DIAMETER	LS	1	\$ 65,000.00	\$ 65,000.00	0.15	\$ 9,750.00	0.85	\$ 55,250.00	1.00	\$ 65,000.00
645-Q1	EXISTING MANHOLE REHABILITATION (48" DIAMETER)	LF	114	\$ 325.00	\$ 37,050.00	0.00	\$ -	128.00	\$ 41,600.00	128.00	\$ 41,600.00
645-Q2	12" CLAY SEWER CIPP LINING	LF	3,973	\$ 54.00	\$ 214,542.00	0.00	\$ -	3,973.00	\$ 214,542.00	3973.00	\$ 214,542.00
645-Q3	60" CLAY SEWER CIPP LINING	LF	300	\$ 55.00	\$ 16,500.00	0.00	\$ -	300.00	\$ 16,500.00	300.00	\$ 16,500.00
645-Q4	4" CLAY SEWER LATERAL CIPP LINING-UP TO 10'	EA	17	\$ 3,090.00	\$ 52,530.00	0.00	\$ -	17.00	\$ 52,530.00	17.00	\$ 52,530.00
645-Q5	8" CLAY SEWER LATERAL CIPP LINING-UP TO 10'	EA	6	\$ 3,090.00	\$ 18,540.00	0.00	\$ -	4.00	\$ 12,360.00	4.00	\$ 12,360.00
645-R1	CONNECTION TO EXISTING 12" FORCE MAIN	EA	1	\$ 5,500.00	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	1.00	\$ 5,500.00
645-R2	CONNECTION TO EXISTING 10" FORCE MAIN	EA	1	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
645-S	18" GATE VALVE WITH BOX	EA	1	\$ 14,250.00	\$ 14,250.00	0.00	\$ -	1.00	\$ 14,250.00	1.00	\$ 14,250.00
645-T1	12" INLINE GATE VALVE WITH BOX	EA	1	\$ 5,741.00	\$ 5,741.00	0.00	\$ -	1.00	\$ 5,741.00	1.00	\$ 5,741.00
645-T2	10" INLINE GATE VALVE WITH BOX	EA	1	\$ 5,280.00	\$ 5,280.00	0.00	\$ -	1.00	\$ 5,280.00	1.00	\$ 5,280.00
645-U1	12" TAPPING VALVE AND SLEEVE	EA	1	\$ 9,200.00	\$ 9,200.00	0.00	\$ -	1.00	\$ 9,200.00	1.00	\$ 9,200.00
645-U2	10" TAPPING VALVE AND SLEEVE	EA	1	\$ 6,950.00	\$ 6,950.00	0.00	\$ -	1.00	\$ 6,950.00	1.00	\$ 6,950.00
645-V	CONCRETE FOR FORCE MAIN	CY	20	\$ 400.00	\$ 8,000.00	0.00	\$ -	20.00	\$ 8,000.00	20.00	\$ 8,000.00
645-W1	SEWER SERVICE TAP (SADDLE TAP AND SADDLE)	EA	50	\$ 680.00	\$ 34,000.00	9.00	\$ 6,120.00	4.00	\$ 2,720.00	13.00	\$ 8,840.00
645-W2	SEWER SERVICE AND BOX (FOR SSFM)	EA	5	\$ 1,225.00	\$ 6,125.00	0.00	\$ -	0.00	\$ -	0.00	\$ -



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ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
64E-W3	SEWER LATERAL COUPLINGS (AT PLINE)	EA	50	\$ 268.00	\$ 13,400.00	55.00	\$ 14,740.00	4.00	\$ 1,072.00	59.00	\$ 15,812.00
64S-W8	SEWER LATERAL CLEANDUTS (AT PLINE)	EA	50	\$ 440.00	\$ 22,000.00	15.00	\$ 6,600.00	4.00	\$ 1,760.00	19.00	\$ 8,360.00
646-A1	3/4" PE GAS SERVICE LINE (DIRECT BURY), INCLUDING TAPPING FEE AND WELD	LF	4,400	\$ 21.60	\$ 95,040.00	785.00	\$ 16,956.00	100.00	\$ 2,160.00	885.00	\$ 19,116.00
646-A2	3/4" PE GAS SERVICE LINE (HDD), INCLUDING TAPPING FEE AND WELD	LF	780	\$ 24.00	\$ 18,720.00	1,681.00	\$ 40,344.00	229.00	\$ 5,496.00	1910.00	\$ 45,840.00
646-A3	2" PE GAS MAIN, SDR-11	LF	543	\$ 30.00	\$ 16,290.00	644.00	\$ 19,320.00	0.00	\$ -	644.00	\$ 19,320.00
646-A4	4" PE GAS MAIN, SDR-11	LF	3,375	\$ 42.85	\$ 144,618.75	3,267.00	\$ 139,990.95	108.00	\$ 4,627.80	3375.00	\$ 144,618.75
646-C1	PE FITTINGS, (ELECTROFUSE ALL SIZES)	EA	12	\$ 306.80	\$ 3,681.60	30.00	\$ 9,204.00	20.00	\$ 6,136.00	50.00	\$ 15,340.00
646-C2	PE EXCESS FLOW VALVES (EFV)	EA	41	\$ 60.00	\$ 2,460.00	16.00	\$ 960.00	4.00	\$ 240.00	20.00	\$ 1,200.00
646-D1	2" PE VALVES, BOX, AND BLOCKING	EA	12	\$ 203.50	\$ 2,442.00	12.00	\$ 2,442.00	3.00	\$ 610.50	15.00	\$ 3,052.50
646-D2	4" PE VALVES, BOX, AND BLOCKING	EA	8	\$ 371.70	\$ 2,973.60	5.00	\$ 1,858.50	3.00	\$ 1,115.10	8.00	\$ 2,973.60
646-E	HOT TAPS, MAIN (ALL SIZES)	EA	14	\$ 17,700.00	\$ 247,800.00	3.00	\$ 53,100.00	1.00	\$ 17,700.00	4.00	\$ 70,800.00
650-A	DORSOL, 4" THICK (TRUCK BED MEASURE)	CY	500	\$ 18.00	\$ 9,000.00	777.00	\$ 13,986.00	42.00	\$ 756.00	819.00	\$ 14,742.00
652-A	SPREADING	ACRE	2	\$ 2,500.00	\$ 5,000.00	0.32	\$ 800.00	0.00	\$ -	0.32	\$ 800.00
654-A	SOIL SPREADING (MATCH EXISTING)	SY	3,000	\$ 6.00	\$ 18,000.00	3,453.45	\$ 20,720.70	300.00	\$ 1,800.00	3753.45	\$ 22,520.70
659-C	ROLLED EROSION CONTROL BLANKET	SY	4,444	\$ 4.50	\$ 19,998.00	2,373.00	\$ 10,678.50	0.00	\$ -	2373.00	\$ 10,678.50
656-A	MULCHING	ACRE	2	\$ 1,400.00	\$ 2,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
665-E	POLETHYLENE	SY	2,000	\$ 2.00	\$ 4,000.00	1,844.10	\$ 3,688.20	155.90	\$ 311.80	2000.00	\$ 4,000.00
656-G	SAND BAGS	EA	400	\$ 5.00	\$ 2,000.00	493.00	\$ 2,465.00	100.00	\$ 500.00	593.00	\$ 2,965.00
665-I	TEMPORARY RIP (CHECKS TO BE REUSED)	TON	150	\$ 125.00	\$ 18,750.00	50.03	\$ 6,253.75	50.00	\$ 6,250.00	100.03	\$ 12,503.75
665-J	SILT FENCE	LF	2,500	\$ 6.00	\$ 15,000.00	360.50	\$ 2,163.00	0.00	\$ -	360.50	\$ 2,163.00
665-O	SILT FENCE REMOVAL	LF	2,500	\$ 1.50	\$ 3,750.00	360.50	\$ 540.75	0.00	\$ -	360.50	\$ 540.75
665-Q	WATTLES	LF	1,000	\$ 8.00	\$ 8,000.00	250.00	\$ 2,000.00	250.00	\$ 2,000.00	500.00	\$ 4,000.00
674-A	CONSTRUCTION SAFETY FENCE	LF	1,000	\$ 4.00	\$ 4,000.00	1,096.00	\$ 4,384.00	0.00	\$ -	1,096.00	\$ 4,384.00
680-A	GEOMETRIC CONTROLS	LS	1	\$ 40,000.00	\$ 40,000.00	0.80	\$ 32,000.00	0.20	\$ 8,000.00	1.00	\$ 40,000.00
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
701-A3	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
701-A4	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	LF	100	\$ 1.75	\$ 175.00	0.00	\$ -	100.00	\$ 175.00	100.00	\$ 175.00
701-A5	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	MILE	1	\$ 8,500.00	\$ 8,500.00	0.00	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	MILE	3	\$ 1,200.00	\$ 3,600.00	0.00	\$ -	3.00	\$ 3,600.00	3.00	\$ 3,600.00
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCLUDING HC SPACES)	SF	3,632	\$ 6.00	\$ 21,792.00	0.00	\$ -	3,632.00	\$ 21,792.00	3632.00	\$ 21,792.00
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SF	200	\$ 6.00	\$ 1,200.00	0.00	\$ -	200.00	\$ 1,200.00	200.00	\$ 1,200.00
703-H	SPECIALTY TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (BIKE SYMBOLS)	EA	23	\$ 528.00	\$ 12,144.00	0.00	\$ -	23.00	\$ 12,144.00	23.00	\$ 12,144.00
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	EA	6	\$ 10.00	\$ 60.00	0.00	\$ -	6.00	\$ 60.00	6.00	\$ 60.00
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, WHITE	EA	250	\$ 8.00	\$ 2,000.00	0.00	\$ -	250.00	\$ 2,000.00	250.00	\$ 2,000.00
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, YELLOW	EA	200	\$ 8.00	\$ 1,600.00	0.00	\$ -	200.00	\$ 1,600.00	200.00	\$ 1,600.00
740-A	TRAFFIC CONTROL, TO BE APPROVED	LS	1	\$ 95,000.00	\$ 95,000.00	0.80	\$ 76,000.00	0.20	\$ 19,000.00	1.00	\$ 95,000.00
999-A	DEWATERING/DIVERSION/PUMPING (STORMWATER)	LS	1	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -



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ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
999-B	WORK OF A SIMILAR NATURE TO BE DETERMINED BY ENGINEER (FOR CONFLICTS)	LS	1	\$ 125,000.00	\$ 125,000.00	0.82	\$ 102,789.14	0.00	\$ -	0.82	\$ 102,789.14
BASE PROJECT SUBTOTAL				\$	5,198,799.70	\$	3,294,551.78	\$	1,332,589.42	\$	4,627,141.20
ADDITIVE ALTERNATE											
CONSTRUCTION ITEMS				ASPHALT SERVICES		TO DATE (7/26/2022)		PROJECTED		TOTAL	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
999-C1	1 3/4" PE DUCT, DIRECT BURY	LF	3,000	\$ 8.80	\$ 26,400.00	0.00	\$ -	150.00	\$ 1,320.00	150.00	\$ 1,320.00
999-C2	1 1/4" PE DUCT, HDD (ALL DEPTHS.48")	LF	1,000	\$ 9.80	\$ 9,800.00	0.00	\$ -	50.00	\$ 490.00	50.00	\$ 490.00
999-C3	HAND HOLES, UH-3 IN SIZE	EA	4	\$ 625.00	\$ 2,500.00	0.00	\$ -	2.00	\$ 1,250.00	2.00	\$ 1,250.00
ADD ALTERNATE SUBTOTAL				\$	38,700.00	\$	-	\$	3,060.00	\$	3,060.00
CHANGE ORDER #1											
CONSTRUCTION ITEMS				ASPHALT SERVICES		TO DATE (7/26/2022)		PROJECTED		TOTAL	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
999-C4	INSTALL PE GAS SERVICE LINE	EA	9	\$ 1,754.00	\$ 15,786.00	7.00	\$ 12,278.00	0.00	\$ -	7.00	\$ 12,278.00
999-C5	INSTALL 2" PE GAS MAIN SDN 11	LF	482	\$ 30.00	\$ 14,460.00	310.00	\$ 9,300.00	0.00	\$ -	310.00	\$ 9,300.00
999-C6	ASPHALT REPAIR	LS	1	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
CHANGE ORDER #1 SUBTOTAL				\$	32,746.00	\$	21,578.00	\$	2,500.00	\$	24,078.00
CHANGE ORDER #2											
CONSTRUCTION ITEMS				ASPHALT SERVICES		TO DATE (7/26/2022)		PROJECTED		TOTAL	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
641-A2	8" CLASS 350 DUCTILE IRON WATER MAIN, RESTRAINT JOINT	LF	1,800	\$ 73.97	\$ 133,146.00	1,210.70	\$ 89,555.48	700.00	\$ 51,779.00	1,910.70	\$ 141,334.48
CHANGE ORDER #2 SUBTOTAL				\$	133,146.00	\$	89,555.48	\$	51,779.00	\$	141,334.48
PROJECT TOTAL				\$	5,403,391.70	\$	3,384,107.25	\$	1,389,928.42	\$	4,795,613.67

07/27/2022 - Projected Project Underrun = \$607,778.03

RESOLUTION NO. _____

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

[1] That the City Council hereby approves the Contract Amendment to RFQ No. PS008-20 between the City of Fairhope and Goodwyn, Mills & Cawood for Professional Engineering Services for the Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Avenue (CR-30) at the intersection with SR-42 (US-98) Greeno Road in Fairhope with a not-to-exceed amount of \$71,238.00.

[2] The original award amount of contract \$91,821.00. The additional services on contract amendment to RFQ No. PS008-20 \$71,238.00. The new contract total \$163,059.00.

DULY ADOPTED THIS 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/9/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Amendment to RFQ No. PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades

Project Location: Gayfer Avenue

Presented to City Council: 8/22/2022

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 71,238.00

Vendor: Goodwyn Mills & Cawood Inc.

Project Engineer: n/a

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

AUG 10 '22 PM 1:28 *Law*

Department Funding This Project

General Gas Electric Water Wastewater 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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55878
G/L Acct Name: MPO Gayfer Greeno Turn Lane

Grant: XXX Federal - not to exceed amount

Local

Project Budgeted: \$ 71,238.00 Draft Budget FY2023
Balance Sheet Item-
included in projected
cash flow

Over (Under) budget amount: \$ -

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

Comments:

Original Green Sheet #1841 (\$91,821)
80% Covered by MPO Grant

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/3/2022

Purchasing Memo Date: 8/3/2022

Delivered To Date: 8/9/2022

Request Approved Date: 8/9/2022

Request Approved Date: 8/9/2022

Approved Date: 8/9/2022

Signatures: *Aislinn Stone*
Aislinn Stone

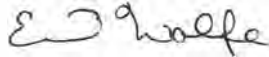
Signatures: *Kim Creech*
Kim Creech

Signatures: *Sherry Sullivan*
Mayor Sherry Sullivan



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: August 3, 2022

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

Re: **RFQ No. PS008-20 – Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope Contract Amendment**

Lisa A. Hanks, MMC
City Clerk

The Director of Public Works, Richard Johnson, is requesting a contract amendment to RFQ No. PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope.

Kimberly Creech
City Treasurer

The additional work to be performed is Construction Engineering and Inspection (CE&I) for City of Fairhope Project No. PW002-20 Turn Lanes and Signal Improvements on Gayfer Av (CR-30) and SR42 (US-98). Goodwin, Mills, & Cawood, Inc. was awarded the preliminary engineering for this project and would be the best choice to continue as CE&I engineer.

The additional services are expected to total Ninety-Six Man-Days for Seventy-One Thousand Two Hundred Thirty-Eight Dollars (\$71,238.00). The original award amount of the contract was \$91,821.00. The new contract total cost will be One Hundred Sixty-Three Thousand Fifty-Nine Dollars (\$163,059.00).

Please place on the next available City Council Agenda this request for City Council to approve a contract amendment to RFQ No. PS008-20 – Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope for \$71,238.00.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Enclosure

251-928-2136

Cc: file; Richard Johnson, Clint Steadham

251-928-6776 Fax
www.fairhopeal.gov

City of Fairhope

Contract Amendment

RFQ No. PS008-20

**Professional Preliminary Engineering Services for Turn Lane
and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection
with SR 42 (US-98) Greeno Rd in Fairhope**

**Project #STPOA-0220(252), Federally Funded Project
ESMPO/Federal Aid Funding: ref CPMS #100070857 and CPMS #10070858**

COF Project No. PW002-20

Turn Lanes and Signal Improvements on Gayfer Av (CR-30) and SR42 (US-98)

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 2022 for the purpose of increasing the contract for **RFQ No. PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope** dated June 2, 2020 ("Original Contract") between the **City of Fairhope** and **Goodwin, Mills, & Cawood, Inc.** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed amount of Ninety-One Thousand Eight Hundred Twenty-One Dollars (\$91,821.00) for Preliminary Engineering services.
2. The Parties agreed to amend the Original Contract to add an additional service of Construction Engineering and Inspection (CE&I) as listed in the attached Fee Proposal (CE&I) at the not-to-exceed cost of Seventy-One Thousand Two Hundred Thirty-Eight Dollars (\$71,238.00).
3. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract will be increased Seventy-One Thousand Two Hundred Thirty-Eight Dollars (\$71,238.00). The total cost of the contract shall be not-to-exceed One Hundred Sixty-Three Thousand Fifty-Nine Dollars (\$163,059.00).

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

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2022

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids
and Contracts for the Firm

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

Whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day,
that, being of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2022.

Notary Public _____

My Commission Expires _____

Project No.	STPOA-0220(252)		
County	BALDWIN		
Description	CR 30 (GAYFER AVENUE) AT US 98		
Scope of Work	TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE		
Project Length	0.18 Miles		
Project Bid	\$549,737.38	This ManDay	12.96%
Project Time	45 Working Days		
Consultant	Goodwyn Mills Cawood, LLC		

Fee Proposal (CE&I)

PERSONNEL COST

	Man-days x Daily Rate		
Senior Inspector 1	60.00	\$ 208.00	\$ 12,480.00
Senior Inspector 2	15.00	\$ 205.68	\$ 3,085.20
Project Manager	12.00	\$ 296.00	\$ 3,552.00
Prof. Engineer	4.00	\$ 360.00	\$ 1,440.00
Engineering Administrator	10.00	\$ 152.00	\$ 1,520.00
Total Direct Labor			\$ 22,077.20
Combined Overhead (%)	166.32		\$ 36,718.80
Out-of-Pocket Expenses (mileage)			\$ 5,897.97
Sub-Total			\$ 64,693.97
Operating Margin (10%)			\$ 6,469.40
Sub-Total			\$ 71,163.37
SUBCONSULTANTS (attach man-day & fee FROM each subconsultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 71,163.37
Facilities Capital Cost of Money (% of Direct Labor)	0.34		\$ 75.06
TOTAL FEE			\$ 71,238.43

Project No. STPOA-0220(252)
County BALDWIN
Description CR 30 (GAYFER AVENUE) AT US 98
Scope of Work TURN LANE CONSTRUCTION AND TRAFFIC SIGNAL UPGRADE
Project Length 0.18 Miles

Consultant Goodwyn, Mills & Cawood, Inc.

Out-of-pocket Expenses

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Senior Inspector 1	60	40	\$0.585	\$ 1,404.00
Senior Inspector 2	15	362	\$0.585	\$ 3,176.55
Project Manager	6	362	\$0.585	\$ 1,270.62
Professional Engineer	2	40	\$0.585	\$ 46.80
Total Mileage Cost				\$ 5,897.97

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 5,897.97

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total

Other (provide description on next line)	Total

Total Out-of-pocket Expenses \$ 5,897.97

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



**ALABAMA
DEPARTMENT OF TRANSPORTATION**



SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

August 3, 2022

Mr. Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

Dear Mr. Johnson:

Re: **Project No. STPOA-0220(252)**
Turn Lane Construction and Traffic Signal Upgrade
on CR 30 (Gayfer Avenue) at US 98
City of Fairhope

We are in receipt of the man-day & fee proposal, draft agreement, certification of final indirect costs, and Schedule of Direct Labor, Fringe Benefits and Indirect Cost submitted for Goodwyn, Mills Cawood to provide construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable fee of \$71,238.43. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.


This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

Please contact this office if you need additional information.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: 
Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer – Mobile Area

TWG/crj

c: Mr. Brad Lindsey, P.E.
File

RESOLUTION NO. 3885-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves the agreement between the City of Fairhope and Goodwyn, Mills & Cawood for Professional Engineering Services for the Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades at the Intersection of Gayfer Avenue and Greeno Road (SR 42) for the ALDOT Project #STPOA-0042(537), Baldwin County Project No. BC-0209719 Traffic Light Installation a Federally Funded ESMPO/Federal Aid Funding: #100070858 in an amount not to exceed \$91,821.00.

DULY ADOPTED THIS 23RD DAY OF NOVEMBER, 2020



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

CONTRACT DOCUMENTS

RFQ NO. PS008-20

Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope

**Project # STPOA--0042(537)
BC-0209719 Traffic Light Installation**

**ESMPO/Federal Aid Funding
Ref: CPMS #100070857 and CPMS #100070858**

**COF Project No. PW002-20
Turn Lanes and Signal Improvements
Gayfer Av (CR-30) at SR42 (US-98)**

for

CITY OF FAIRHOPE

**Karin Wilson, Mayor
Jack Burrell, City Council President**

Set No. 2

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

**RFQ PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic
Signal Upgrades on Gayfer Av (CR-30)
at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope**

Project # STPOA--0042 (537), federally funded project

ESMPO/Federal Aid Funding: ref CPMS #100070857 and CPMS #100070858

COF Project No. PW002-20

Turn Lanes and Signal Improvements on Gayfer Av (CR-30) at SR42 (US-98)

This **CONTRACT** is made and entered into this 2nd day of June, 2020, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and **GOODWIN, MILLS, & CAWOOD, INC.** of Fairhope, AL., 36532, hereinafter called the "**ENGINEER**")

WITNESSETH:

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

DEFINITIONS:

The following terms shall have the following meanings:

COUNTY:

Baldwin County, Alabama

CITY:

Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

PROJECT:

Professional Engineering services pertaining to

RFQ PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope, Project # STPOA--0042(537), a federally funded project ESMPO/Federal Aid Funding: Ref: CPMS #100070857 and CPMS #100070858

PART ONE
GENERAL CONDITIONS

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

PROJECT NUMBERS:

COF PW002-20

PROJECT NAME:
SR42

**Turn Lanes and Signal Improvements on Gayfer Av (CR30) at
Greeno Road (US-98)**

PROJECT INFORMATION Engineering services required for the survey, design, ROW, utility, traffic and Geo-Tech services for improvements to Gayfer Av (CR-30) at SR-40 Greeno Road (US-98) intersection turn lanes and signals per Reference Documents CPMS #100070857, as it relates to CPMS # 100070858.

- 1.1 Contract and shall pursue the work in a timely manner. The term of the agreement shall be for the period from 6/2/2020 to 6/2/2021
- 1.2 For the purpose of this contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the Scope of Work.

PART TWO **PROJECT SCOPE FOR ENGINEERING SERVICES**

Scope of Work

- 2.0 **The ENGINEER will provide professional Preliminary Engineering for RFQ PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Av (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope, Project # STPOA--0042 (537), a federally funded project. The Preliminary Engineering for this ALDOT project for the City of Fairhope submitted through Baldwin County to the STPOA--0042(537) Committee, was funded for up to \$144,000.00. The amount submitted by GMC is NINETY-ONE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS (\$91,821.00)**
- 2.1 Engineering services should include Survey, Design, ROW, Traffic, and GeoTech Services, as described in Exhibit A.
- 2.2 ALDOT's conditions related to this federally funded project must be strictly followed and adhered to by the Engineer of Record as follows:
1. Project Funding:
 - ESMPO: Federal Aid Funding of 80% and City of Fairhope 20%
 - Reference Documents:
 - CPMS Ref #100070857 Funding Agreement for Preliminary Engineering (PE)-- Res 3561-19
 - CPMS Ref #100070858 Funding Agreement for Construction (Const)-- Res 3562-19
 - City Costs- Preliminary Engineering, including Environmental Clearances, Public Meeting and Plan Development
 - ALDOT ATRIP II Costs- Construction Costs, including CE&I and Material Testing to be performed by ALDOT
 2. Environmental:
 - Public meeting should be held when plans are 60% complete
 - Formal environmental document not required, but all required clearances will need to be obtained

3. Right-of-Way:

- Minimal ROW may be needed to accommodate lane widening
- Acquisitions (including donations) must be in accordance with the Uniform Act. ROW acquisitions will be handled by the City and reviewed by the ALDOT Region
- Need to follow the procedures given in Section 6 of the Procedural Guidelines for County Projects
- ROW tract sketches, deeds, cost estimate, appraisal, appraisal reviews, and offers must be reviewed and approved by ALDOT Region
- Environmental clearances must be obtained before approval to begin ROW acquisition can given by the ALDOT Region

2.3. PROJECT DESCRIPTION:

- A. *This project proposes to add left turn lanes on the East and West approaches of Gayfer Av (CR-30) with the intersection of Greeno Road (SR-42/US-98) in Fairhope, AL*
- B. *The work will include, but no be limited to: grading, drainage, base and paving to widen both approaches to a three-lane section (proposed 11' land widths) with a dedicated left- turn both north and South*
- C. *In addition, signal heads, and controls will be upgraded to accommodate the new turn lanes and function within the Adaptive ITS System.*
- D. *The project proposes to reuse the existing signal Structures (pole & wires), no structure replacement.*
- E. *There will be ROW acquisition & utility relocates involved.*
- E. *No railroads exist in Fairhope, thus no consideration is required.*

This is a capacity and safety project—two schools are served by Gayfer Av during peak hours there is significant stacking at these approaches. Traffic is blocked/delayed by cars attempting to turn left at the intersection—this project will alleviate this problem.

PART THREE
PAYMENT

- 3.0 It is mutually agreed that compensation to the **ENGINEER, Goodwin Mills Cawood, Inc** for **Preliminary Engineering Services** of Survey, Design, ROW, Traffic, GeoTech Services, (described in Exhibit A), and as described in Exhibit A to this agreement for a total amount not to exceed **NINETY-ONE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS (\$91,821.00)**.

All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY**, shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred. **These expenses will be included in the “not to exceed” amount as listed in item 3.0.**

- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be

based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.

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

PART FOUR **INDEMNIFICATION AND INSURANCE**

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**
- | | | |
|-----------|--|--|
| Part One: | Statutory Benefits as required by the State of Alabama | |
| Part Two: | Employers Liability | \$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit |
- 4.5 **Commercial General Liability**
Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
- | | |
|---------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |

Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to Include;

- Premises and operations
- Personal Injury and Advertising Injury
- Products/completed Operations
- Independent Contractors
- Blanket Contractual Liability
- Broad Form Property Damage

4.6 **Automobile Liability**

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

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

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

Limits of Liability:

Each claim	\$1,000,000
Aggregated	\$1,000,000

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

4.9. **Certificate of Insurance**

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

PART FIVE
REVIEWS AND SUBMITTALS

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

PART SIX
MISCELLANEOUS

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

6.1 The following portions of the City of Fairhope's **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein: ACCEPTANCE OF AGREEMENT, APPLICABLE LAW, ASSIGNMENT, BUSINESS LICENSE, EXCLUSIVE, NOTIFICATION AND ACCIDENT REPORTS, RIGHT TO AUDIT, TERMINATION FOR

CONVENIENCE, TERMINATION FOR DEFAULT, TERMINATION FOR NON-APPROPRIATION,
IMMIGRATION LAW.

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

PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

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

5. APPLICABLE LAW

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

6. ASSIGNMENT

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

13. BUSINESS LICENSE

The Engineer selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. The Engineer will

provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when Engineer fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

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

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of

solicitation, the Engineer shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the Engineer's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DISCRIMINATION

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

37. NON-EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

50. RIGHT TO AUDIT

The Engineer shall maintain documentation of all work performed. The Engineer shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by

the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

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

59. TERMINATION FOR DEFAULT

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

60. TERMINATION FOR NON-

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

65. IMMIGRATION LAW

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

PART EIGHT
ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

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

2.0 Definitions

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

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

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

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

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

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

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

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

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

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

3.0 **Mandatory Clause**

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

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

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

4.0 **Contracts Involving Business Entity, or Employer**

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

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

5.0 **Contracts Involving Subcontracting**

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

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

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

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

By signing this Contract, Goodwyn Mills & Cannon Inc. represents and agrees that it
COMPANY NAME

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
CITY OF FAIRHOPE

BY: [Signature]
Karin Wilson, Mayor

ATTEST: [Signature]
Lisa A Hanks, MMC
City Clerk

NOTARY FOR THE CITY:

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Rosanna Gaule Fogarty Notary Public in and for said State and County, hereby certify that Karin Wilson, who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the 2ND day of June, 2020.

Notary Public [Signature]
My Commission Expires _____

ROSANNA GAYLE FOGARTY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 13, 2024

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company Goodwyn Mills & Lumber Inc.

State of Incorporation Alabama

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

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

(Address) 2039 Main Street

(Address) Daphne, AL 36526

Phone No: () 251.380.8732 Fax () 251.460.4423

E-Mail Tim.Lawley@gmnetwork.com

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF Alabama }

County of Baldwin }

I, Margaret Ashley Kelly Morris a Notary Public in and for the said State and County, hereby certify that Tim Lanley whose name as Project Manager of Goodwyn Mills & Cannon Inc is signed to the foregoing conveyance and who is

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

Given under my hand and Notary Seal on this 28 day of May, 2020

Notary Public Margaret Ashley Kelly Morris

My Commission Expires 03/04/2023



RESOLUTION NO. 3562-19

BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE AS FOLLOWS:

That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Turn lane construction and traffic signal upgrade on CR-30 (Gayfer Avenue) at SR-42 (US-98) in the City of Fairhope; Project# STPOA-0042(); CPMS Ref# 100070858.

Which agreement is before this Council, and that the agreement be executed in the name of the City of Fairhope, by its Mayor, Karin Wilson, for and on its behalf and that it be attested by the City Clerk, Lisa A. Hanks, and the official seal of the City be affixed thereto.


BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Adopted and Approved this 25th day of November, 2019



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMIC
City Clerk

I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 25th of November, 2019, and that such resolution is on file in the City Clerk's Office.



Lisa A. Hanks, City Clerk

11/26/19

Date

SEAL



EXHIBIT A

ESMPO APPLICATION

EASTERN SHORE MPO PROJECT SUBMITTAL FORM

FOR SUBMITTING A PROPOSED PROJECT FOR INCLUSION IN THE LONG RANGE TRANSPORTATION PLAN (LRTP)
OR TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

Date: 07/18 (UD 07/19) **Point of Contact:** Richard D. Johnson, PE - Director of Public Works

Address: 555 S. Section St; Fairhope, AL 36532

Phone: 251-928-8003

Email: richard.johnson@fairhopeal.gov

This Project was Recommended by (check one): Citizen Working or Living within MPO Area
 Advisory Committee Member Public Official Other _____

Please provide the following information about the proposed project:

Project Description and Location (include termini description, if road improvement)

This project proposes to add left turn lanes on the east and west approaches of Gayfer Avenue with the intersection of Greeno Road (a.k.a. US Hwy 98) in Fairhope, AL. The work will include, but not limited to: grading, drainage, base and paving to widen both approaches to a three-lane section (proposed 11' lane widths) with a dedicated left-turn both north and south. In addition, signal heads & controls will be upgraded to accommodate the new turn lanes and function within the Adaptive ITS System. The project proposes to reuse the existing signal structures (pole & wires), no structure replacement. There will be ROW acquisition & utility relocations involved.

Reason for Proposed Project (Purpose and Need):

This is a capacity and safety project - two schools are served by Gayfer Ave., during peak hours there is significant stacking at these approaches. Traffic is blocked/delayed by cars attempting to turn left at the intersection - this project will alleviate this problem.

Project Length (if applicable):

Approximately 300' east and west of the intersection of Greeno Road - 600' in total

Bicycle and Pedestrian or ADA Upgrades:

All bicycle & pedestrian lanes will be maintained. All pedestrian facilities will be upgraded to meet full compliance with current ADA standards (Public Right-of-Way Accessibility Guidelines (PROWAG))

Roadway Classification (if applicable):

US 98 - Principal Arterial/Gayfer - Major Collector

Project Sponsor (i.e. Responsible Local Government):

City of Fairhope

Percent (%) Local Match:

20%

Match Source:

General Fund - Capital Projects

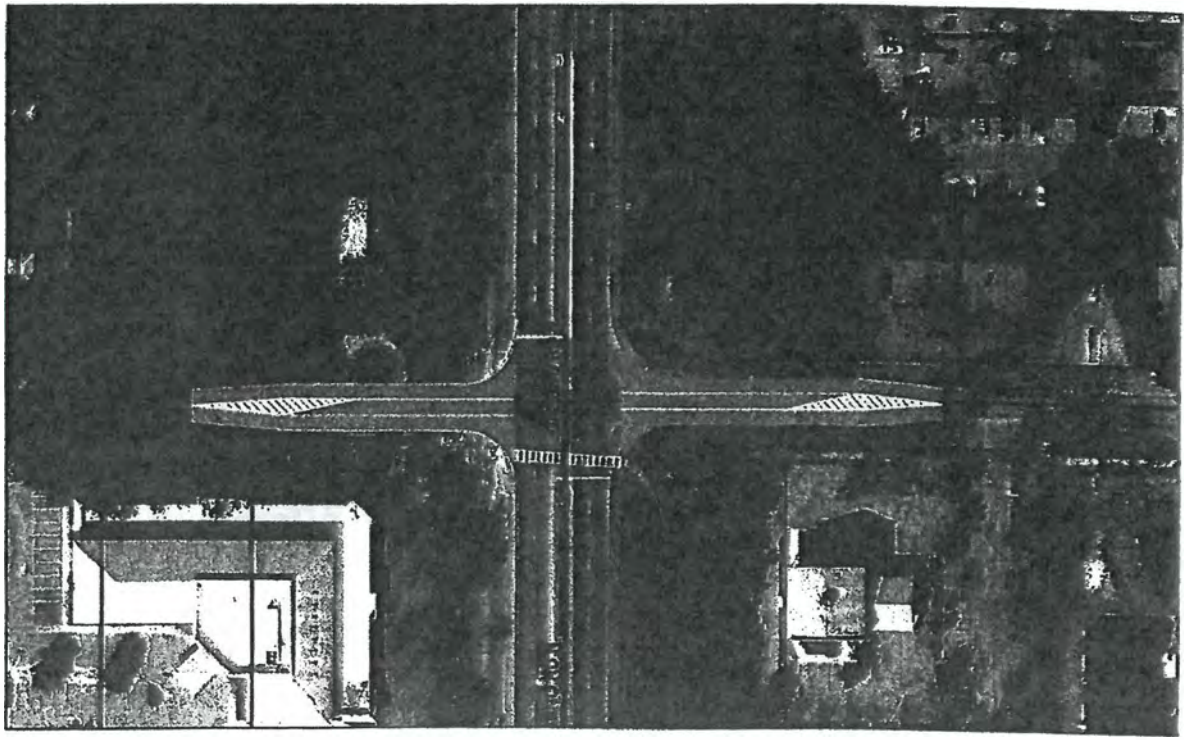
Environmental Justice Issues or Concerns:

None: This is a highly developed intersection on a major transportation corridor. No anticipated environmental issues. All work will occur in a compact footprint that has already been impacted by past development.

For Internal (MPO or Project Sponsor) Use Only

Scope of Work:	Cost Estimate:
Preliminary Engineering: Includes Survey, Design, ROW, Traffic & Geotech (Based on a Per Man-Day Estimate - Attached)	\$91,821.00
Right-of-Way: Acquisition & Legal Costs (ROW mapping, documentation and incidentals in PE above)	\$50,000.00
Utilities: Utility Design and Relocations	\$75,000.00
Construction: Construction (With 20% Contingency) Indirect Cost (13.63% of Construction Total) CE&I (15% of Construction & Utility Relocates)	\$400,634.40 \$ 54,606.47 \$ 71,345.16
TOTAL COST:	
	\$743,407.03

Project Map:



For Internal (MPO or Project Sponsor Use Only)

Potential Funding Sources:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

Bicycle and Pedestrian Advisory Committee Recommendation:

- Recommend approval of the project as submitted for inclusion in the Visionary List of the LRTP
- Recommend approval of the project as submitted for inclusion in the TIP _____
- Recommend the Policy Board postpone taking any action on the proposed project to give time for further review or to change the project scope: _____

- Recommend approval of the project as submitted for inclusion in the Financially Constrained List of the LRTP
- Recommend the Policy Board not approve the project

Votes: _____

Chair or Vice Chair Signature

Date

Citizens Advisory Committee Recommendation:

- Recommend approval of the project as submitted for inclusion in the Visionary List of the LRTP
- Recommend approval of the project as submitted for inclusion in the TIP _____
- Recommend the Policy Board postpone taking any action on the proposed project to give time for further review or to change the project scope: _____

- Recommend approval of the project as submitted for inclusion in the Financially Constrained List of the LRTP
- Recommend the Policy Board not approve the project

Votes: _____

Chair or Vice Chair Signature

Date

Technical Advisory Committee Recommendation:

- Recommend approval of the project as submitted for inclusion in the Visionary List of the LRTP
- Recommend approval of the project as submitted for inclusion in the TIP _____
- Recommend the Policy Board postpone taking any action on the proposed project to give time for further review or to change the project scope: _____

- Recommend approval of the project as submitted for inclusion in the Financially Constrained List of the LRTP
- Recommend the Policy Board not approve the project

Votes: _____

Chair or Vice Chair Signature

Date

Policy Board Action:

- Approve the project as submitted for inclusion in the Visionary List of the LRTP
- Approve the project as submitted for inclusion in the TIP _____
- Postpone taking any action on the proposed project to give time for further review or to change the project scope: _____

- Approve the project as submitted for inclusion in the Financially Constrained List of the LRTP
- Choose not to approve the project

Votes: _____

Resolution Number: _____

GOODWYN, MILLS & CAWOOD

COST ESTIMATE

GAYFER AVENUE / US HIGHWAY 98 INTERSECTION IMPROVEMENTS

CITY OF FAIRHOPE

AUGUST 2019

Item	Description	Quantity	Unit	Price	Total
201A-000	CLEARING AND GRUBBING	1	LS		\$ 12,000.00
210A-000	UNCLASSIFIED EXCAVATION	645	CY	\$ 20.00	\$ 12,900.00
210D-000	BORROW EXCAVATION	515	CY	\$ 28.00	\$ 14,420.00
206C-000	REMOVING CONCRETE SIDEWALK	270	SY	\$ 10.00	\$ 2,700.00
206D-000	REMOVING PIPE	16	LF	\$ 15.00	\$ 240.00
206D-005	REMOVING GUTTER	580	LF	\$ 10.00	\$ 5,800.00
206E-000	REMOVE HEADWALL	1	EA	\$ 500.00	\$ 500.00
209A-000	MAILBOX RESET, SINGLE	1	EA	\$ 250.00	\$ 250.00
230a-000	ROADBED PROCESSING	3	STA	\$ 450.00	\$ 1,350.00
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE "B" PLANT MIX, 6" COMPACTED THICKNESS	710	SY	\$ 16.50	\$ 11,715.00
401A-000	BITUMINOUS TREATMENT A	710	SY	\$ 2.50	\$ 1,775.00
405A-000	TACK COAT	100	GAL	\$ 5.00	\$ 500.00
407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	1	MI	\$ 500.00	\$ 500.00
408A-052	PLANING EXISTING PAVEMENT (1.1 TO 2.0")	800	SY	\$ 8.00	\$ 6,400.00
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D	215	TON	\$ 135.00	\$ 29,025.00
424A-366	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D	40	TON	\$ 150.00	\$ 6,000.00
424A-363	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D	25	TON	\$ 150.00	\$ 3,750.00
424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D	80	TON	\$ 130.00	\$ 10,400.00
424B-681	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D	80	TON	\$ 130.00	\$ 10,400.00
430B-043	AGGREGATE SURFACING	75	TON	\$ 65.00	\$ 4,875.00
618A-000	CONCRETE SIDEWALK 4" THICK	270	SY	\$ 50.00	\$ 13,500.00
623A-001	CONCRETE GUTTER (VALLEY)	580	LF	\$ 25.00	\$ 14,500.00
530A-002	24" ROADWAY PIPE (CLASS 3 RC)	32	LF	\$ 70.00	\$ 2,240.00
600A-000	MOBILIZATION	1	LS		\$ 15,000.00
650A-000	TOPSOIL	290	CY	\$ 30.00	\$ 8,700.00
652A-100	SEEDING	1	AC	\$ 1,300.00	\$ 1,300.00
654A-001	SOLID SODDING (BERMUDA)	2500	SY	\$ 6.00	\$ 15,000.00
656A-010	MULCHING	1	AC	\$ 1,300.00	\$ 1,300.00
665J-002	SILT FENCE, TYPE A	2320	LF	\$ 5.50	\$ 12,760.00
650C-000	SILT FENCE REMOVAL	2320	LF	\$ 1.50	\$ 3,480.00
665Q-002	WATTLE	350	LF	\$ 12.00	\$ 4,200.00
666A-001	PEST CONTROL TREATMENT	1	AC	\$ 100.00	\$ 100.00
680A-001	GEOMETRIC CONTROLS	1	LS		\$ 10,000.00

Item	Description	Quantity	Unit	Price	Total
698A-000	CONSTRUCTION FUEL (5%)	1	LS		\$ 13,142.00
701A-227	SOLID WHITE TRAFFIC STRIPE, CL 2, TYPE A (5" WIDE)	1	MI	\$ 3,600.00	\$ 3,600.00
701B-207	DOTTED TRAFFIC STRIPE, CL 2, TYPE A	200	LF	\$ 3.00	\$ 600.00
701C-001	SOLID TEMPORARY TRAFFIC STRIPE	1	MI	\$ 1,100.00	\$ 1,100.00
703A-002	TRAFFIC CONTROL MARKINGS, CL 2 TYPE A	125	SF	\$ 7.00	\$ 875.00
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	125	SF	\$ 7.00	\$ 875.00
703E-001	TEMPORARY TRAFFIC CONTROL LEGENDS	35	SF	\$ 7.00	\$ 245.00
703B-002	TRAFFIC CONTROL LEGENDS, CL 2, TYPE A	35	SF	\$ 7.00	\$ 245.00
705A	PAVEMENT MARKERS	400	EA	\$ 5.00	\$ 2,000.00
730H-001	LOOP WIRE	1000	LF	\$ 4.00	\$ 4,000.00
730I-001	LOOP DETECTOR LEAD IN CABLE	100	LF	\$ 2.00	\$ 200.00
730L-005	2", NON-METALLIC, CONDUIT	100	LF	\$ 6.00	\$ 600.00
740B-000	CONSTRUCTION SIGNS	250	SF	\$ 10.00	\$ 2,500.00
740D-000	CHANNELZING DRUMS	200	EA	\$ 60.00	\$ 12,000.00
740E-000	CONES (36" HIGH)	200	EA	\$ 15.00	\$ 3,000.00
740M-001	BALLAST FOR CONE	200	EA	\$ 8.00	\$ 1,600.00
741C-010	PORTABLE SEQUENTIAL ARROW & CHEVRON SIGN	2	EA	\$ 2,100.00	\$ 4,200.00
619A-000	24" SLOPED PAVED HEADWALL	1	EA	\$ 1,500.00	\$ 1,500.00
	RELOCATE EX PED SIGNALS, ADA RAMPS, BENCH, ETC.	1	LS		\$ 4,000.00
730C-000	TRAFFIC SIGNAL (Replace Heads, Use Ex. Spanwire/Poles)	1	EA	\$ 40,000.00	\$ 40,000.00
CONSTRUCTION SUBTOTAL					\$ 233,862.00
CONSTRUCTION CONTINGENCY (20%)					\$ 46,772.40
CONSTRUCTION TOTAL					\$ 280,634.40
PE (PER MAN-DAY EST. INC. SURVEY, DESIGN, ROW, TRAFFIC, GEOTECH)					\$ 91,821.00
INDIRECT COSTS (13.83% OF CONSTRUCTION TOTAL)					\$ 38,788.47
CEM (15% OF CONSTRUCTION/UTILITY)					\$ 42,095.16
UTILITY					\$ 75,000.00
ROW					\$ 80,000.00
TOTAL					\$ 743,407.03

Project No. <u>Gayfer Ave./US 98 Intersection Improvements</u> County <u>Baldwin</u> Description <u>Intersection Improvements</u> Scope of Work <u>Signalization, Turn Lanes, ROW Acquisition</u> Project Length <u>0.10 Miles</u> Consultant <u>Goodwyn, Mills, & Caywood</u>				
FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 3 Man Crew (80%) and 4 Man Crew (20%)				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.13	0.25	0.00	0.00
A-2 Contact Property Owners	0.13	0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.13	0.50	0.00	0.00
A-4 Conduct On-site Inspection	0.13	0.50	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	0.52	1.25	0.00	0.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.50	0.00	0.50	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data	0.00	1.50	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.50	1.50	0.50	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.50	0.00	0.00

8/14/2019

Alabama Department of Transportation

3:39 PM

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
		0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.50	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Completion of Data				
D-1 Identify/Locate Utilities	0.13	0.50	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.50	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.50	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.50	0.00	0.00	0.00
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.00	0.00	0.50	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.00	0.00	0.50	0.00
	0.00	0.00		0.00
	0.00	0.00	0.00	0.00
Task D Totals	0.63	1.50	1.00	0.00
TOTALS				
	1.63	4.75	1.50	0.00

Project No. <u>Gayfer Ave./US 98 Intersection Improvements</u>			
County <u>Baldwin</u>			
Description <u>Intersection Improvements</u>			
Scope of Work <u>Signalization, Turn Lanes, ROW Acquisition</u>			
Project Length <u>0.10 Miles</u>			
Consultant <u>Goodwyn, Mills, & Caywood</u>			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-Days	Hourly Rate	Total Fee
Project Manager (10% of PLS)	0.17	\$ 473.28	\$ 80.46
PLS	1.65	\$ 296.00	\$ 488.40
Survey Crew (see man-day sheet)	4.75	\$ 487.20	\$ 2,314.20
Engineering Technician/CADD	1.50	\$ 240.00	\$ 360.00
Clerical	0.00	\$ 224.00	\$ -
Total Direct Labor			\$ 3,243.06
Combined Overhead (%)	174.47		\$ 6,658.17
Out-of-Pocket Expenses**			\$ 58.19
Sub-Total			\$ 8,957.42
Operating Margin (15%)			\$ 1,343.61
Sub-Total			\$ 10,301.03
SUB-CONSULTANTS (CHECK WITH STATE FROM STATE SUB-CONSULTANT INFORMATION SHEET)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 10,301.03
Facilities Capital Cost of Money (% of Direct Labor)	0.40		\$ 12.97
TOTAL FEE			\$ 10,314.00

Project No. #REF!
 County #REF!
 Description Intersection Improvements
 Scope of Work Signalization, Turn Lanes, ROW Acquisition
 Project Length 0.10 Miles

Consultant Goodwyn, Mills, & Caywood
Out-of-pocket Expenses (Field Survey)

TRAVEL COST				
Mileage Cost	Trips	Mile/Trip	\$/Mile	Total
Survey Crew Trip to Project Site	5	15	\$0.535	\$ 40.13
PLS Trip To Project Site	1	15	\$0.535	\$ 8.03
Cadd/Tech Trip to Project Site	1	15	\$0.535	\$ 8.03
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ 56.19
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
	0			\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 56.19

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.) Total
 \$ -

Postage Cost (overnight, stamps, etc.) Total
 \$ -

Other (provide description on next line) Total
 \$ -

Total Out-of-pocket Expenses \$ 56.19

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. Gayfer Ave./US 98 Intersection Improvements
County Baldwin
Description Intersection Improvements
Scope of Work Signalization, Turn Lanes, ROW Acquisition
Project Length 0.10 Miles

Consultant Goodwyn, Mills, & Caywood

ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
	Estimated number of tracts= <u>4</u>		
Task A: Right-of-Way Map	1.00	1.00	0.50
Task B: Tract Sketches	1.00	1.00	0.00
Task C: Deeds	1.00	1.00	0.50
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	3.00	3.00	1.00

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Project No. Gayfer Ave./US 98 Intersection Improvements			
County Baldwin			
Description Intersection Improvements			
Scope of Work Signalization, Turn Lanes, ROW Acquisition			
Project Length 0.10 Miles			
Consultant Goodwyn, Mills, & Caywood			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.30	\$ 473.28	\$ 141.98
Engineer	3.00	\$ 400.00	\$ 1,200.00
Engineering Technician/CADD	3.00	\$ 240.00	\$ 720.00
Clerical	1.00	\$ 224.00	\$ 224.00
Total Direct Labor			\$ 2,285.98
Combined Overhead (%)	174.47		\$ 3,988.35
Out-of-Pocket Expenses**			\$ 18.05
Sub-Total			\$ 6,290.38
Operating Margin (15%)			\$ 943.56
Sub-Total			\$ 7,233.94
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 7,233.94
Facilities Capital Cost of Money (% of Direct Labor)	0.40		\$ 9.14
TOTAL FEE			\$ 7,243.08

**See Grand Total Fee sheet

Project No. #REF!
 County #REF!
 Description Intersection Improvements
 Scope of Work Signalization, Turn Lanes, ROW Acquisition
 Project Length 0.10 Miles

Consultant Goodwyn, Mills, & Caywood

Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)

TRAVEL COST				
Mileage Cost	TRIP	MILES	RATE	TOTAL
PLS/PE trip to site	2	15	\$0.535	\$ 16.05
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ 16.05

SUBSISTENCE COST				
	DAY	RATE	TOTAL	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 16.05

PRINTING/REPRODUCTION COST				
Type of printing/reproduction	QUANTITY	UNIT PRICE	TOTAL	
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -

Contractor's Office (to be provided by contractor)				\$ -
Permit fees (to be provided by contractor)				\$ -
Other (to be provided by contractor)				\$ -

Total Out-of-pocket Expenses \$ 16.05

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number Gayfer Ave./US 96 Intersection Im CPMS # _____
 County Baldwin
 Description Intersection Improvements
 Scope of work Signalization, Turn Lanes, ROW Acquisition
 Length 0.10 miles
 Consultant Goodwyn, Mills, & Cawood

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.25	0.25
INDEX SHEET	1.00	0.25	0.25	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (TCF)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (Signage)	1.00	0.25	0.25	0.50	0.50
NOTE SHEET (Signage)	1.00	0.00	0.00	0.00	0.00
FRAMEWORK NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Lamps)	1.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	0.00	0.00	0.00	0.00	0.00
TOTAL SHEETS					
Main Roadway	1.00	1.25	1.25	2.00	2.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEETS					
Main Summary	1.00	0.50	0.50	1.50	1.50
DETAIL SHEETS					
Roadway Drainage (non-culvert)	1.00	0.25	0.25	0.50	0.50
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	1.00	0.25	0.25	0.50	0.50
Signage	1.00	0.25	0.25	0.50	0.50
Base & Pavement	1.00	0.50	0.50	1.00	1.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	1.00	0.00	0.00	1.00	1.00
Curbs & Gutters	1.00	0.25	0.25	0.50	0.50
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	1.00	0.00	0.00	0.00	0.00
ITS	1.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	1.00	0.25	0.25	0.50	0.50
Erosion Control	1.00	0.25	0.25	0.50	0.50
Removal Items	1.00	0.25	0.25	0.50	0.50
Utility Relocation	1.00	0.25	0.25	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
TOTAL SHEETS					
Main Roadway	1.00	1.50	1.50	2.50	2.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING (TOP) (included in contract)					
Main Roadway	1.00	0.75	0.75	1.50	1.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
GEOMETRICS					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Staking	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SEQUENCE OF CONSTRUCTION					
Sequence of Construction	1.00	1.00	1.00	1.00	1.00
Summary & Items	1.00	0.50	0.50	0.50	0.50
Typical Section Sketches	1.00	0.50	0.50	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.10	0.00	0.25	0.00
Traffic Counts (1 per site)	0.00	0.10	0.00	0.25	0.00
Signal Warrant Analysis (1 per site)	0.00	0.10	0.00	0.25	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.10	0.00	0.25	0.00
	0.00	0.00	0.00	0.00	0.00
SYSTEMS ENGINEERING					
Systems Engineering	0.00	0.10	0.00	0.25	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.10	0.00	0.25	0.00
Special Details	0.00	0.10	0.00	0.25	0.00
ITS Layouts	0.00	0.10	0.00	0.25	0.00
Optical Fiber Splice Charts	0.00	0.10	0.00	0.25	0.00
Fiber - Cable Routing Diagram	0.00	0.10	0.00	0.25	0.00
Specifications	0.00	0.10	0.00	0.25	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN LAYOUT					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	1.00	1.50	1.50	2.50	2.50
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	1.00	0.25	0.25	0.50	0.50
Hydraulic Data Sheet	1.00	0.25	0.25	0.50	0.50
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVISION (CONT'D)					
Legend & Sequence	1.00	0.50	0.50	0.50	0.50
Phased Sheets (Phase I)	1.00	0.50	0.50	0.50	0.50
Phased Sheets (Phase II)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase III)	0.00	0.00	0.00	0.00	0.00
CBMPP & NOI	1.00	2.00	2.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	8.00	0.25	1.50	0.50	3.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
Earthwork Summary	1.00	0.50	0.50	0.50	0.50
REVIEW/COMMENTS					
30% Review			1.00		1.00
Plan-in-Hand Inspection			0.00		2.00
PS&E Inspection			2.00		2.00
COST ESTIMATES					
Cost Estimates			1.00		0.50
Design Hearing			0.00		0.00
SUB-TOTAL					
	40.00		20.85		31.75
10% Supervision			2.09		
TOTALS					
	40.00		20.85		31.75

Project No. #REF!			
County #REF!			
Description Intersection Improvements			
Scope of Work Signalization, Turn Lanes, ROW Acquisition			
Project Length 0.10 Miles			
Consultant Goodwyn, Mills, & Caywood			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man Days	Rate	
Project Manager (10% of Eng.)	2.09	\$ 473.28	\$ 989.16
Engineer	20.85	\$ 400.00	\$ 8,340.00
Engineering Technician/CADD	31.75	\$ 240.00	\$ 7,620.00
Clerical	2.50	\$ 224.00	\$ 560.00
	Total Direct Labor		\$ 17,509.16
Combined Overhead (%)	174.47		\$ 30,548.23
Out-of-Pocket Expenses**			\$ 24.08
	Sub-Total		\$ 48,081.47
Operating Margin (15%)			\$ 7,212.22
	Sub-Total		\$ 65,293.69
SUB-CONSULTANTS (COSTS TO BE PAID TO OTHER CONSULTANTS ON WORK UNDER CONTRACT)			
Soil Consulting			\$ 14,000.00
Geotechnical			\$ 4,000.00
			\$
Subconsultant Administration Expense (5%)			\$ 900.00
	Sub-Total		\$ 74,193.69
Facilities Capital Cost of Money (% of Direct Labor)	0.40		\$ 70.04
	TOTAL FEE		\$ 74,263.73

**See Grand Total Fee sheet

Project No. #REF!
County #REF!
Description Intersection Improvments
Scope of Work Signalization, Turn Lanes, ROW Acquisition
Project Length 0.10 Miles

Consultant Goodwyn, Mills, & Caywood

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
PE Trip to site	3	15	\$0.535	\$ 24.08
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
Total Mileage Cost				\$ 24.08

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (8 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 24.08

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.) _____ **Total** \$ _____

Postage Cost (overnight, stamps, etc.) _____ **Total** \$ _____

Other (provide description on next line) _____ **Total** \$ _____

Total Out-of-pocket Expenses \$ **24.08**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

20-00013

**PRELIMINARY ENGINEERING
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF FAIRHOPE
Baldwin County**

**Turn Lane Construction and Traffic Signal Upgrade
On CR-30 (Gayfer Avenue) at SR-42 (US-98)
In the City of Fairhope**

**Project No. STPOA-0042()
CPMS Ref# 100070857**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Fairhope, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the turn lane construction and traffic signal upgrade on CR-30 (Gayfer Avenue) at SR-42 (US-98) in the City of Fairhope; Project# STPOA-0042(); CPMS Ref# 100070857.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$115,200.00 Federal funds unless the Eastern Shore Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Eastern Shore Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Eastern Shore Area Dedicated)	\$ 115,200.00
City Funds	\$ 28,800.00

TOTAL (Incl Indirect Cost)	\$ 144,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost as part of this Agreement.

The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will not be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this

amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.


PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Fairhope, Alabama

 Lisa A. Hanks
City Clerk (Signature)
Lisa A. Hanks
Type Name of Clerk
(AFFIX SEAL)

By: [Signature]
As Mayor (Signature)

Karin Wilson
Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: [Signature]
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

[Signature]
Matthew J. Ericksen, P.E.
Southwest Region Engineer

[Signature]
D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

[Signature]
Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

[Signature]
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS 17 DAY OF January, 2020.

[Signature]
KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NO. 3561-19

BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE AS FOLLOWS:

That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Turn lane construction and traffic signal upgrade on CR-30 (Gayfer Avenue) at SR-42 (US-98) in the City of Fairhope; Project# STPOA-0042(); CPMS Ref# 100070857.

Which agreement is before this Council, and that the agreement be executed in the name of the City of Fairhope, by its Mayor, Karin Wilson, for and on its behalf and that it be attested by the City Clerk, Lisa A. Hanks, and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Adopted and Approved this 25th day of November, 2019



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 25th of November, 2019, and that such resolution is on file in the City Clerk's Office.



Lisa A. Hanks, City Clerk

11/26/19

Date

SEAL



EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

STD CONTRACT EXHIBITS

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

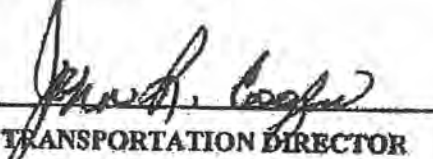
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

POST IN A
CONSPICUOUS
PLACE

City of Fairhope, Alabama

Business License

THIS LICENSE EXPIRES 12/31/2020

License Number

1914

Business Name: GOODWYN MILLS & CAWOOD
Address: PO BOX 242128
City, State Zip: MONTGOMERY, AL 36117-0000



ID: 18425

This License is issued pursuant to Chapter 8 of the Code of Ordinances, City of Fairhope. License, or a copy thereof, must be posted in a conspicuous place where business is conducted and must be presented upon demand of any authorized City of Fairhope Officer.

Phone Number: 334-271-3200

Classification: Engineer

Date Issued: 01/31/2020



License Base: CITY LIMITS



By


Issuing Officer

This License is NOT Transferable - Office Copy Only

This is your Business License Receipt	City of Fairhope, Alabama Business License THIS LICENSE EXPIRES 12/31/2020	License Number 1914
Business Name: GOODWYN MILLS & CAWOOD Address: PO BOX 242128 City, State Zip: MONTGOMERY, AL 36117-0000 ID: 18425 Phone Number: 334-271-3200		
This License is issued pursuant to Chapter 8 of the Code of Ordinances, City of Fairhope. License, or a copy thereof, must be posted in a conspicuous place where business is conducted and must be presented upon demand of any authorized City of Fairhope Officer. Classification: Engineer Date Issued: 01/31/2020 License Base: CITY LIMITS By  Issuing Officer	 ISSUANCE FEE 12.00 License Fee: 826.79 Total: 838.79	

State of Alabama

Board of Licensure for Professional Engineers and
Land Surveyors

This is to certify that

GOODWYN MILLS AND CAWOOD INC

Having given satisfactory evidence of the necessary qualifications required by
law has been duly certificated and is hereby issued Certificate of
Authorization

CA- 484 -E

authorizing the firm to provide or offer to provide

Engineering

services in the State of Alabama through individual licensed professional
licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

GOODWYN MILLS AND CAWOOD INC

This certificate will lapse January 31, 2021 unless renewed.



In Testimony whereof, witness the signature of
the Executive Director under seal of the Board
on January 15, 2020

William R. Huett

Executive Director

RECEIPT NO.
2020011500002940

State of Alabama

*Board of Licensure for Professional Engineers and
Land Surveyors*

This is to certify that

GOODWYN MILLS AND CAWOOD INC

Having given satisfactory evidence of the necessary qualifications required by
law has been duly certificated and is hereby issued Certificate of
Authorization

CA- 156 -LS

authorizing the firm to provide or offer to provide

Land Surveying

services in the State of Alabama through individual licensed professional
licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

GOODWYN MILLS AND CAWOOD INC

This certificate will lapse January 31, 2021 unless renewed.



In Testimony whereof, witness the signature of
the Executive Director under seal of the Board
on January 15, 2020

William R. Huett

Executive Director

RECEIPT NO.
2020011500004040



THE ALABAMA BOARD FOR
REGISTRATION OF ARCHITECTS

certifies that

Goodwyn, Mills & Cawood, Inc.

has been issued a

CERTIFICATE OF AUTHORIZATION TO PRACTICE
ARCHITECTURE

COA Number: CA-0021

Issue Date: 4/6/2017

This certificate was issued by the authority of this Board and expires on 4/30/2021




Executive Director

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Goodwyn, Mills & Cawood, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 425070

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 425070

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 425070

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 425070

Approved by:

Employer Goodwyn, Mills & Cawood, Inc.	
Name (Please Type or Print) Barbara A Baker	Title
Signature Electronically Signed	Date 06/21/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/21/2011

Company ID Number: 425070

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Goodwyn, Mills & Cawood, Inc.
Company Facility Address	2660 Eastchase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P O Box 242128 Montgomery, AL 36124-2128
County or Parish	MONTGOMERY
Employer Identification Number	630906620
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	17

Company ID Number: 425070

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	9 site(s)
FLORIDA	1 site(s)
GEORGIA	4 site(s)
SOUTH CAROLINA	2 site(s)
TENNESSEE	1 site(s)

Company ID Number: 425070

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Amanda B Davis
Phone Number (334) 271 - 3200 ext. 201
Fax Number (334) 272 - 1566
Email Address amanda.davis@gmcnetwork.com

Name Angela R Miller
Phone Number (334) 271 - 3200 ext. 234
Fax Number (334) 272 - 1566
Email Address angelamiller@gmcnetwork.com

Name Angela R Miller
Phone Number (334) 271 - 3200 ext. 212
Fax Number (334) 272 - 1566
Email Address amiller@gmcnetwork.com

Name Stephanie L Turner
Phone Number (334) 271 - 3200
Fax Number (334) 272 - 1566
Email Address stephanie.turner@gmcnetwork.com

Company ID Number: 425070

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2020

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

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

PRODUCER RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209		CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): E-MAIL ADDRESS: jmurk@risk-strategies.com FAX (A/C, No):	
INSURED Goodwyn, Mills & Cawood, Inc. P.O. Box 242128 Montgomery AL 36124		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32603	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER	
A	Professional Liability		AEC903012903	07/01/2019	07/01/2020	Each Claim	\$1,000,000
						Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: GMC Project #CMOB200069, Project #STPOA-042(537), COF Project #PW002-20, a federally funded project ESMPO/Federal Aid Funding: Ref: CPMS #100070857 and CPMS #100070858, RFQ PS008-20 Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Ave (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope.

CERTIFICATE HOLDER City of Fairhope P.O. Drawer 429 Fairhope AL 36532	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>M B Christian</i>
---	--

Client#: 4652

GOOMI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2020

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

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

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	CONTACT NAME: Julie Faulkner	PHONE (A/C, No, Ext): 334-273-7277	FAX (A/C, No): 334-273-9197
	E-MAIL ADDRESS: jfaulkner@hdbinsurance.com		
INSURED Goodwyn Mills & Cawood, Inc. PO Box 242128 Montgomery, AL 36124	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Co.		25615
	INSURER B : Travelers Property Casualty Co of Ameri		25674
	INSURER C : Continental Insurance Company		35289
	INSURER D : Alabama Associated General Contractors		
	INSURER E : Phoenix Insurance Company		25623
	INSURER F : Midwest Employers Casualty Company		23612

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	6600J635966	03/03/2020	03/03/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	8100N418627	03/03/2020	03/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP7K314062 UMB 6050024662 EXC	03/03/2020	03/03/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$6,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CA1452020 AL ONLY PESC180024	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F					01/01/2020	01/01/2021	

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

Project: Professional Preliminary Engineering Services for Turn Lane and Traffic Signal Upgrades on Gayfer Ave (CR-30) at the Intersection with SR 42 (US-98) Greeno Rd in Fairhope
 Project No.: STPOA-042(537)

City of Fairhope, its employees and agents are included as Additional Insured under the General Liability and Auto Liability as their interest may appear in regard to work performed or services provided by the
 (See Attached Descriptions)

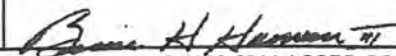
CERTIFICATE HOLDER

CANCELLATION

City of Fairhope
 PO Drawer 429
 Fairhope, AL 36532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

named insured for referenced project where required by written contract and subject to the policy terms and conditions. 30 Days notice of cancellation is provided per policy terms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Pilot F. Extension Of Coverage – Damage To Premises Rented To You G. Personal Injury – Assumed by Contract H. Increased Supplementary Payments I. Additional Insured – Owner, Manager Or Lessor Of Premises J. Additional Insured – Lessor Of Leased Equipment K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> M. Who Is An Insured – Newly Acquired Or Formed Organizations N. Injury To Co-Employees And Co-Volunteer Workers O. Medical Payments Limit P. Knowledge And Notice Of Occurrence Or Offense Q. Other Insurance Condition R. Unintentional Omission S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract T. Amended Bodily Injury Definition U. Amended Insured Contract Definition – Railroad Easement V. Additional Definition – Written Contract Requiring Insurance |
|---|---|

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

COMMERCIAL GENERAL LIABILITY

- committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.
2. The following is added to the **DEFINITIONS** Section:
 - a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
 - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
 3. The following is added to **Paragraph 2.a.(1)** of **SECTION II – WHO IS AN INSURED**
Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
 4. The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
Sale of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
 5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.
 6. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- C. **REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**
The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
 - a. **Expected Or Intended Injury Or Damage**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.
 - D. **NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**
 1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
 - (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge.
 2. The following is added to **SECTION II – WHO IS AN INSURED:**
Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion **e.**, **Contractual Liability** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".
2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**

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Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., **Other Insurance** of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

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son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto"

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c.** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

- 4.** The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Pilot F. Extension Of Coverage – Damage To Premises Rented To You G. Personal Injury – Assumed by Contract H. Increased Supplementary Payments I. Additional Insured – Owner, Manager Or Lessor Of Premises J. Additional Insured – Lessor Of Leased Equipment K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> M. Who Is An Insured – Newly Acquired Or Formed Organizations N. Injury To Co-Employees And Co-Volunteer Workers O. Medical Payments Limit P. Knowledge And Notice Of Occurrence Or Offense Q. Other Insurance Condition R. Unintentional Omission S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract T. Amended Bodily Injury Definition U. Amended Insured Contract Definition – Railroad Easement V. Additional Definition – Written Contract Requiring Insurance |
|---|---|

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to **Paragraph 2.a.(1)** of **SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.
4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion **e.**, **Contractual Liability** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **R.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Calculation Sheet

Designer _____ Date 11/18/2020 Checker _____ Date _____
 Title STPOA-0042() Job No. _____
 Subject TL @ CIVIL EN & USDB - ESMPD/COF Sheet No. _____ of _____

PE (MAY APPROVED) \$144,000.00
 ESMPD \$115,200.00
 CITY \$28,800.00

CONST + CE & I (MAY APPROVED) \$600,000.00
 ESMPD \$480,000.00
 CITY \$120,000.00

PE (CONTRACTOR) \$91,821.00
 ESMPD \$73,456.00
 CITY \$18,364.20

BUDGET NUMBER	CITY	TO BE REIMBURSED
PRELIM. ENGINEERING -	\$18,364.20	\$73,456.00
CONST. + CE & I -	\$120,000.00	\$480,000.00
TOTALS	\$138,364.20	\$553,456.00

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope hereby amends the Budget for the FY2021-2022 and authorizes the City Treasurer to transfer \$1,000,000.00 to Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council.

The budget adjustment will be the following amendments:

General Fund

Debit – 001900-50965 Transfers – Capital Projects Fund \$1,000,000.00

Credit – 001-40163 City Sales Tax – PJ \$800,000.00
 001-40165 Seller Use Tax – PJ \$180,000.00
 001-40167 Consumer Use Tax – PJ \$ 20,000.00

Capital Projects Fund

Credit – 104-49810 Transfers from General Fund \$1,000,000.00

ADOPTED THIS 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, the City Council adopted on October 11, 2021, a resolution approving and adopting the proposed Budget for the FY2021-2022, Resolution No. 4231-21; and

WHEREAS, the City of Fairhope is desirous to amend the Budget and that the following estimates of expenses, as related thereto, are hereby adopted and those expenses are appropriated as follows:

Account	Description	Debit	Credit
005030-50440	Maintenance-Vehicles & Equipment	55,000.00	
005-41220	Sanitation Collections		55,000.00

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope hereby amends the Budget for the FY2021-2022 as recommended and presented above; and authorizes the City Treasurer to make the necessary changes.

ADOPTED ON THIS 22ND DAY OF AUGUST, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa Hanks, MMC
City Clerk