

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

MONDAY, 9 JANUARY 2023 – 4:30 P.M. – COUNCIL CHAMBER

1. Mobile Bay National Estuary Program (MBNEP)
2. Custodial Services
3. Committee Updates
4. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, January 9, 2023 – Council Chamber**

Next Regular Meeting – Monday, January 23, 2023 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 9 JANUARY 2023 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 21 December 2022 Regular City Council Meeting
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - Ordinance to Amend Zoning Ordinance No. 1253; and Repeal and Replace Ordinance No. 1375.
 - Request of Live Oak Properties, LLC to rezone property from Planned Unit Development (PUD) to R-1 Low Density Single Family. The property is approximately 3.79 acres and is located on the east side of Main Street, south of Parker Road. PPIN Number: 11947. (Introduced at Council Meeting, December 21, 2022.)
6. **Final Adoption** - Ordinance to Amend Zoning Ordinance No. 1253
 - Request to establish initial zoning of June Nelson Long’s property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.7 acres and is located on the northeast corner of Greeno Road and Old Battles Road. PPIN Number: 26270. (Introduced at Council Meeting, December 21, 2022.)
7. Resolution - That the City of Fairhope approves Amendment No. 1 to the Contract Agreement with Kimley-Horn and Associates, Inc. for (RFQ PS14-21) Professional Consulting Services for New Water Transmission Line on CR 33 for a not-to-exceed amount of \$80,000.00, increasing the original contract total to \$488,000.00; and hereby authorizes Mayor Sherry Sullivan to execute a contract.
8. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for Project No. STPOA-0220(252) Turn Lane Construction and Traffic Signal Upgrades on CR-30 (Gayfer Avenue) at SR-42 (US-98) (Rebid No. 009-22) for a project cost increase not-to-exceed \$45,555.72 to McElhenney Construction Company, LLC. The new contract total will be \$595,293.09.
9. Resolution - To Award (Bid No. 23-012-2023-PW1-008) to McElhenney Construction Company, LLC for Roadway and Parking Improvements Project at Volanta Sports Park with a total bid proposal not-to-exceed \$457,459.71.
10. Resolution - To Award (Bid No. 23-002-2022-PWD-005) to Blade Construction, LLC for Drainage between Morphy and Bellangee Avenues Improvement Project with a total bid proposal not-to-exceed \$199,065.00.

11. Resolution – That the City of Fairhope approves the selection for (RFQ PS23-011) Flood Study of area near Fairfax and Cowpen Creek Watershed; and hereby authorizes Mayor Sherry Sullivan to execute a contract with Hydro Engineering Solutions with a not-to-exceed amount of \$27,500.00.
12. Resolution - That the City of Fairhope has voted to approve annual inspections and testing of Fire Trucks to Sunbelt Fire, Inc. 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 amount will not-to-exceed \$15,135.00.
13. Resolution – That the City of Fairhope approves the procurement of Bullhorn RM4251 DC Remote Monitoring Cathodic Protection service fees and installation materials for the Gas Department with American Innovations as Sole Source; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51 (b)(7). The total amount will not-to-exceed \$5,000.00.
14. Resolution – Authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Baldwin County Martin Luther King Jr. Celebration Committee Inc. for use of the City facilities (rental and cleaning fees) on Martin Luther King’s Birthday (January 16, 2023), including streets and parks; but they would be responsible for any incidentals or damages if necessary.
15. Public Participation – (3 minutes maximum)
16. Adjourn

Next Regular Meeting – Monday, January 23, 2023 – Same Time Same Place

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 3:30 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Wednesday, 21 December 2022.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Reverend Amanda Doshier of St. James Episcopal Church and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 12 December 2022, regular meeting; and minutes of the 12 December 2022, work session. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Told everyone Merry Christmas;
- 2) Gave an update for the upcoming weather and mentioned the water at parks would be shut off;
- 3) Announced December 28, 2022 is Hot Chocolate with the Mayor for specific grades;
- 4) Reminded everyone of the New Year Festivities

The following individual spoke during Public Participation for Agenda Items:

- 1) Gary Gover, 300 Lincoln Street, addressed the City Council regarding Agenda Item Number 7: He suggested that the City take advantage of the option for preconstruction engineering in order to obtain participation and input from the affected public on the project. Agenda Item Number 16: He suggested that the City Council take action necessary to implement impact fees for costs related to supporting schools, such as the provision of “safe routes to school.”

Councilmember Burrell told everyone Merry Christmas; thanked City staff, Mayor, and Councilmembers for a great year; and told citizens to be safe and careful during the holiday season and the cold weather.

Councilmember Conyers told everyone Merry Christmas.

Councilmember Boone also told everyone Merry Christmas.

21 December 2022

Council President Robinson said it was a great year especially with the help of the employees working here. He too told everyone Merry Christmas.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Burrell introduced in writing an ordinance to repeal and replace Ordinance No. 1375; and to rezone Live Oak Properties, LLC property from Planned Unit Development (PUD) to R-1 Low Density Single Family. The property is approximately 3.79 acres and is located on the east side of Main Street, south of Parker Road. PPIN Number: 11947. The Planning Commission gave a favorable recommendation of this ordinance. Council President Robinson read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance; and answered any questions. Councilmember Burrell stated he attended the HOA meeting for the neighborhood next to this property; and they were positive about this rezone. He asked the owner if they would be willing to widen the sidewalks to match the sidewalk possibly to be put in and paid by the Eastern Shore MPO.

Council President Robinson opened the Public Hearing at 3:41 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 3:42 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the January 9, 2023 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Burrell introduced in writing an ordinance to request to zone June Nelson Long's property to B-2 General Business District concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.7 acres and is located on the northeast corner of Greeno Road and Old Battles Road. PPIN Number: 26270. The Planning Commission gave a favorable recommendation of this ordinance. Council President Robinson read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance; and answered any questions. Councilmember Burrell questioned the County zoning.

Council President Robinson opened the Public Hearing at 3:46 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 3:46 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the January 9, 2023 City Council meeting.

21 December 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution 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 Sidewalks along Fairwood Boulevard from Fairhope Avenue to Bayou Drive and from Patlynn Drive to Jan Drive and along Blue Island Street from Fairhope Avenue to Gayfer Avenue; Project# TAPAA-TA23(92); CPMS Ref# 100075869. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4653-22

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:

**Sidewalks along Fairwood Boulevard from Fairhope Avenue to Bayou Drive and from Patlynn Drive to Jan Drive and along Blue Island Street from Fairhope Avenue to Gayfer Avenue;
Project# TAPAA-TA23(92); CPMS Ref# 100075869.**

Which agreement is before this Council, and that the agreement be executed in the name of the City of Fairhope, by Mayor Sherry Sullivan 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.

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 21st of December, 2022, and that such resolution is on file in the City Clerk's Office.

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

21 December 2022

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Fulgham’s Inc. for Urban Forestry Consultant for the undeveloped 108 acres known as the “Triangle Property” at the North Gateway to the City; (RFQ No. PS021-22) with a not-to-exceed amount of \$42,000.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4654-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Fulgham’s Inc. for Urban Forestry Consultant for the undeveloped 108 acres known as the “Triangle Property” at the North Gateway to the City; (RFQ No. PS021-22) with a not-to-exceed amount of \$42,000.00.

DULY ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for Quail Creek Golf Course to American Tennis Courts, Inc. with a total bid proposal budgeted not-to-exceed amount of \$114,519.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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21 December 2022

RESOLUTION NO. 4655-22

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for the Quail Creek Golf Course at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

American Tennis Courts, Inc.	\$114,519.00
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[3] After evaluating the bid with the required specifications, American Tennis Courts, Inc. is now awarded (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts with a total bid proposal budgeted not-to-exceed \$114,519.00.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-010-2023-PW-008F) New Volanta Baseball Field Fencing for the Volanta Park Baseball Project to Cooper Fence Company, LLC with a total bid proposal budgeted not-to-exceed amount of \$75,950.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

21 December 2022

RESOLUTION NO. 4656-22

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 23-010-2023-PW-008F) New Volanta Baseball Field Fencing for the Volanta Park Baseball Project at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
New Volanta Baseball Field Fencing

[3] After evaluating the bids with the required specifications, Cooper Fence Company, LLC is now awarded (Bid No. 23-010-2023-PW-008F) New Volanta Baseball Field Fencing with a total bid proposal budgeted not-to-exceed \$75,950.00.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

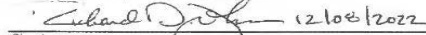
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid No. 23-010-2023-PW-008F New Volanta Baseball Field Fencing
Opened December 8, 2022 at 2:00 P.M.

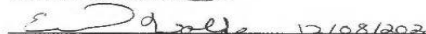
Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Addendum 1 and 2	Vendor Compliance (Y/N)	Lump Sum Cost
Cooper Fence Company, LLC	Y	Y	Y/Y	Y	\$75,950.00
Gulf Coast Fence Company, Inc.	Y	Y	Y/Y	Y	\$111,156.00
Howell Fencing	Y	Check	Y/Y	Y	\$97,500.00

Recommendation:

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

 12/08/2022

Signature
Richard Johnson, Public Works Director

 12/08/2022

Signature
Erin Wolfe, Purchasing Manager

21 December 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-008) Annual Contract for Fire Extinguisher Inspection Services to Fire and Safety Commodities with a total bid proposal budgeted not-to-exceed \$17,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4657-22

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 23-008) for an Annual Contract for Fire Extinguisher Inspection Services at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Annual Contract for Fire Extinguisher Inspection Services

[3] After evaluating the bids with the required specifications, Fire and Safety Commodities, Inc. is now awarded (Bid No. 23-008) Annual Contract for Fire Extinguisher Inspection Services with a total bid proposal budgeted not-to-exceed \$17,000.00.

[4] The initial contract term would be for one (1) year, with extensions for two (2) additional one (1) year terms.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

21 December 2022

City of Fairhope Bid Tabulation
 Bid No. 23-008 Fire Extinguisher Inspection Services
 Opened November 16, 2022 at 10:00 A.M.

		Fire and Safety Commodities, Inc.	Fire and Safety Commodities, Inc.	R. Carter & Associates, Inc. (RCA Inc)	R. Carter & Associates, Inc. (RCA Inc)	Safety Extinguisher LLC	Safety Extinguisher LLC	YSC Fire & Security, Inc.	YSC Fire & Security, Inc.	
	Bid Documents Signed / Notarized (Y/N)	Y		Y		Y		Y		
	Vendor Compliance (Y/N)	Y		Y		Y		Y		
	Addendum 1 (Y/N)	Y		Y		Y		Y		
Bid Form Items	2021 Estimated Quantities	Price per Unit	Extended Pricing	Price per Unit	Extended Pricing	Price per Unit	Extended Pricing	Price per Unit	Extended Pricing	
1	Annual Inspections (Sticker Tags on all extinguishers exposed to elements)	527	\$3.00	\$1,581.00	\$5.00	\$2,635.00	\$7.00	\$3,689.00	\$4.00	\$2,108.00
2	2.5# ABC, BC Recharge		\$5.00		\$15.00		\$14.00		\$32.00	
3	5# ABC, BC Recharge	4	\$75.00	\$300.00	\$20.00	\$80.00	\$17.00	\$68.00	\$32.00	\$128.00
4	10# ABC, BC Recharge	9	\$30.00	\$270.00	\$25.00	\$225.00	\$20.00	\$180.00	\$35.00	\$315.00
5	20# ABC, BC Recharge	2	\$10.00	\$40.00	\$35.00	\$70.00	\$31.00	\$62.00	\$40.00	\$80.00
6	2.5# Halatlon Recharge		\$5.00		\$198.00*		\$18.00		\$204.00	
7	5# Halatlon Recharge		\$5.00		\$357.00*		\$22.00		\$340.00	
8	11# Halatlon Recharge		\$5.00		\$695.00*		\$28.00		\$702.00	
9	30# Class D Recharge		\$5.00		\$285.00		\$32.00		\$1,065.00	
10	2.5 Gallon Recharge H2O	2	\$5.00	\$10.00	\$22.00	\$44.00	\$15.00	\$30.00	\$13.00	\$26.00
11	5# CO2 Recharge	6	\$5.00	\$30.00	\$9.00	\$54.00	\$18.00	\$108.00	\$30.00	\$180.00
12	10# CO2 Recharge	4	\$10.00	\$40.00	\$10.00	\$40.00	\$22.00	\$88.00	\$30.00	\$120.00
13	20# CO2 Recharge	3	\$10.00	\$10.00	\$20.00	\$20.00	\$28.00	\$28.00	\$12.00	\$12.00
14	2.5# ABC, BC Six (6) Year	4	\$8.00	\$32.00	\$25.00	\$100.00	\$19.00	\$76.00	\$11.00	\$44.00
15	5# ABC, BC Six (6) Year	5	\$10.00	\$50.00	\$35.00	\$175.00	\$22.00	\$110.00	\$11.00	\$60.00
16	10# ABC, BC Six (6) Year	1	\$12.00	\$12.00	\$45.00	\$45.00	\$25.00	\$25.00	\$12.00	\$12.00
17	20# ABC, BC Six (6) Year	1	\$40.00	\$40.00	\$60.00	\$60.00	\$36.00	\$36.00	\$12.00	\$12.00
18	ABC, BC Six (6) Year		NO BID		NO BID		\$6.00		\$12.00	
19	2.5# Halatlon Six (6) Year		\$5.00		\$198.00*		\$6.00		\$204.00	
20	5# Halatlon Six (6) Year		\$10.00	\$10.00	\$357.00*	\$357.00	\$10.00	\$10.00	\$340.00	\$340.00
21	11# Halatlon Six (6) Year		\$5.00		\$695.00*		\$22.00		\$702.00	
22	2.5# Hydro BC ABC		\$5.00		\$35.00*		\$24.00		\$20.00	
23	5# Hydro BC ABC	4	\$12.00	\$48.00	\$45.00*	\$180.00	\$28.00	\$112.00	\$20.00	\$80.00
24	10# Hydro BC ABC		\$15.00		\$60.00		\$29.00		\$20.00	
25	20# Hydro BC ABC		\$15.00		\$80.00		\$40.00		\$20.00	
26	10# Hydro CO2		\$10.00		\$45.00		\$18.00		\$20.00	
27	20# Hydro CO2	1	\$10.00	\$10.00	\$45.00	\$45.00	\$28.00	\$28.00	\$36.00	\$36.00
28	30# Class D Hydro		\$5.00		\$40.00		\$32.00		\$1,065.00	
29	2.5 Gallon Hydro H2O	10	\$5.00	\$50.00	\$25.00	\$250.00	\$27.00	\$270.00	\$14.00	\$1,420.00
30	2.5# Halatlon Hydro		\$10.00		\$198.00*		\$24.00		\$204.00	
31	5# Halatlon Hydro		\$10.00		\$357.00*		\$27.00		\$340.00	
32	11# Halatlon Hydro		\$10.00		\$695.00*		\$32.00		\$702.00	

33	New ABC, BC 2.5#	13	\$28.00	\$364.00	\$35.00	\$455.00	\$52.00	\$676.00	\$41.00	\$533.00
34	New ABC, BC 5#	22	\$35.00	\$770.00	\$45.00	\$990.00	\$75.00	\$1,650.00	\$51.00	\$1,122.00
35	New ABC, BC 10#	17	\$60.00	\$1,020.00	\$75.00	\$1,275.00	\$95.00	\$1,615.00	\$82.00	\$1,394.00
36	New ABC, BC 20#	3	\$115.00	\$345.00	\$140.00	\$420.00	\$165.00	\$495.00	\$147.00	\$441.00
37	New 6L X Class	3	\$180.00	\$540.00	\$210.00	\$630.00	\$245.00	\$735.00	\$229.00	\$687.00
38	New CO2 5#		\$130.00		\$145.00		NO BID		\$201.00	
39	New CO2 10#		\$192.00		\$209.00		NO BID		\$282.00	
40	New CO2 15#		\$230.00		\$258.00		NO BID		\$342.00	
41	New CO2 20#		\$285.00		\$308.00		NO BID		\$415.00	
42	New Halatlon 2.5#		\$140.00		\$198.00		NO BID		\$204.00	
43	New Halatlon 5#		\$230.00		\$357.00		\$225.00		\$340.00	
44	New Halatlon 11#		\$475.00		\$695.00		\$465.00		\$702.00	
45	Valve		NO BID		\$11.00		\$12.00		\$4.50	
46	Gauge		\$6.00		\$10.00		\$9.00		\$4.50	
47	Suppression System Service	6	\$100.00	\$600.00	\$95.00**	\$570.00	\$95.00	\$570.00	\$150.00	\$900.00
48	Fusible Links	30	\$15.00	\$450.00	\$10.00	\$300.00	\$12.00	\$360.00	\$6.00	\$180.00
49	Pins		\$1.00		\$1.00		\$2.00		\$0.50	
50	Hood Cleaning per Sq Ft.	392	\$15.00	\$5,880.00	\$15.00	\$5,880.00	\$9.50	\$3,724.00	\$36.00	\$14,112.00
51	Hood Cleaning per Each Nozzle		NO BID		Included with Above		NO BID		\$54.00	
52	O Ring		Included		Included		Included		Included	
TOTAL (Items 1-51)										
	Pickup/Delivery Charge (Pre Round Trip)		\$25.00		\$75.00		NO BID		\$65.00	
	Service Charge for Callouts Other Than Annual Inspection		\$25.00		\$70.00***		\$45.00		\$67.00	
	Total			\$12,802.00		\$14,900.00		\$14,745.00		\$24,679.00

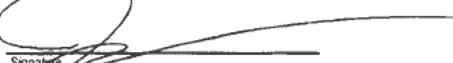
* Comment: New

** Comment: 1st Cylinder

*** Comment: \$70.00/hour ST - 2 hour minimum; \$112.00/hour OT - 4 hour minimum

Recommendation:

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


 Signature
 John Baraceno, Fire Maintenance Supervisor

 Signature
 Erin Wolfe, Purchasing Manager

21 December 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of the Annual Renewal of Firewall Support/Subscriptions for the IT Department; this will be purchased through Omnia Partners Public Sector (Contract Number #2018011-02), and therefore does not have to be let out to bid. Total amount not-to-exceed \$50,577.16, over budget \$15,077.16. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4658-22

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

[1] That the City of Fairhope approves the procurement of the Annual Renewal of Firewall Support/Subscriptions for the IT Department; purchased through Omnia Partners Public Sector (Contract Number #2018011-02) to SHI International Corp., and therefore does not have to be let out to bid. Renewal budgeted at \$35,500.00, price increased \$15,077.16, for a total cost not-to-exceed \$50,577.16.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for the conversion of Munis from on premises services to SaaS (Software as a Service) for the IT Department from Tyler Technologies as Sole Source Provider in the State of Alabama; exempt from formal bid pursuant to the Code of Alabama 1975, Section 41-16-51(13). Recurring fees for the SaaS will be \$104,640.00 a year for three (3) years, plus one-time fees of \$4,000.00 for a budgeted total not-to-exceed the amount of \$317,920.00. The motion was seconded by Councilmember Boone. IT Director Jeff Montgomery said MUNIS is making us convert within three years. Councilmember Burrell questioned security and said the City has paid quite a bit to keep our system safe. Mr. Montgomery replied we must trust them and they are security certified. After further discussion, motion passed unanimously by voice vote.

21 December 2022

RESOLUTION NO. 4659-22

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

[1] That the City of Fairhope approves the procurement for the conversion of Munis from on premises services to SaaS (Software as a Service) for the IT Department from Tyler Technologies as Sole Source Provider in the State of Alabama; exempt from formal bid pursuant to the Code of Alabama 1975, Section 41-16-51(13). Recurring fees for SaaS will be \$104,640.00 a year for three (3) years, plus one-time fees of \$4,000.00, (FY2023-\$108,640.00, FY2024-\$104,640.00, and FY2025-\$104,640.00) for a budgeted total cost not-to-exceed the amount of \$317,920.00.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council, pursuant to Section 7.01 of the City of Fairhope Personnel Rules, Policies and Procedures grants December 23, 2022 (Christmas Eve Holiday) as a whole day for the fiscal year; and will be observed by all City personnel. Emergency and on-call employees will report to work as needed. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

*

*

21 December 2022

RESOLUTION NO. 4660-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council, pursuant to Section 7.01 of the City of Fairhope Personnel Rules, Policies and Procedures grants December 23, 2022 (Christmas Eve Holiday) as a whole day for this fiscal year; and will be observed by all City personnel. Emergency and on-call employees will report to work as needed.

DULY ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to reclassify the Special Projects & Grants Manager (Grade 14S) in the Administration Department to a Grants Coordinator (Grade 10S) in the Treasury Department; and approves the Grants Coordinator Job Description. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4661-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to reclassify the Special Projects & Grants Manager (Grade 14S) in the Administration Department to a Grants Coordinator (Grade 10S) in the Treasury Department; and approves the Grants Coordinator Job Description.

ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

21 December 2022

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of TischlerBise, Inc. to perform Professional Financial Consulting Services to Study Update of Impact Fees for the City of Fairhope (RFQ PS23-10); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by Christopher Cullen, El Barrio Fairhope, LLC d/b/a Nini Squares, located at 451 Magnolia Avenue, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer/Wine Off Premises License by Dustin Hewatt, MM CS Services, LLC d/b/a Deli Depot Food Mart **Store #684**, located at 355 South Greeno Road, Fairhope, Alabama. Councilmember Conyers move to approve the issuance of the license. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer/Wine Off Premises License by Dustin Hewatt, MM CS Services, LLC d/b/a Bay Shores Shortstop **Store #687**, located at 17026 U. S. Highway 181, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer/Wine Off Premises License by Dustin Hewatt, MM CS Services, LLC d/b/a Bay Shores Market **Store #689**, located at 9990 Fairhope Avenue, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant Willie Williams, President of Baldwin County Martin Luther King, Jr. Celebration Committee, Inc. – Requesting permission for a Parade/March beginning at 10:30 a.m. on January 16, 2023 for the Celebration of Dr. Reverend Martin Luther King, Jr. Birthday; to close the streets; use of the Fairhope Civic Center for program after the March; and use of the Rotary Youth Club after the program for children fun play area until 4:00 p.m. the motion was seconded by Councilmember Boone. Mayor Sullivan explained that the letter that was sent requested fees to be waived. Councilmember Burrell stated there is an ordinance in place that fees cannot be waived. City Clerk Lisa Hanks stated that is why that request was not placed on the agenda. After further discussion, motion passed unanimously by voice vote. Council President Robinson stated by ordinance we cannot waive fees but we can charge them non-profit fees.

21 December 2022

The following individual spoke during Public Participation for Non-Agenda Items:

- 1) Gary Gover, 300 Lincoln Street, addressed the City Council regarding the crosswalk risk on Highway 98 at Gayfer Avenue used by pedestrians, bicyclists, and people with mobility aids. The crosswalk is on the south side of the intersection, crosses two southbound traffic lanes, one north-to-westbound turn and u-turn lane, one northbound left-hand lane, one northbound right-hand and right turn lane, and one breakdown lane that is used as a right turn lane by some drivers. He stated the use of the breakdown lane as a right turn lane is inappropriate and presents a risk for accidents with users of the crosswalk. Mr. Gover said when people using the crosswalk and people using the breakdown lane cannot see each other, the consequences could be deadly. He said we need to regulate the use of the northbound breakdown lane; and the solution could be minor efforts.

Councilmember Burrell 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 4:15 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1375
AND AMENDING ORDINANCE NO. 1253 KNOWN AS THE ZONING
ORDINANCE**

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing, the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of **Live Oak Properties, LLC**, is generally located on the east side of Main Street, just south of Parker Road in Fairhope, Alabama.

PPIN #: 11947

Legal Description: (Case number ZC 22.15)

FROM THE SOUTHEAST CORNER OF FORBES GRANT SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, RUN THENCE NORTH 14 DEGREES 27MINUTES 26 SECONDS WEST, 349.89 FEET; THENCE RUN SOUTH 75 DEGREES 41 MINUTES 02 SECONDS WEST, 773.72 FEET TO THE NORTHEAST CORNER OF LOT 4 CHARBON WOODS SUBDIVISION; THENCE RUN SOUTH 76 DEGREES 00 MINUTES WEST, ALONG THE NORTH SIDE OF SAID SUBDIVISION, 108.18 FEET TO A CRIMP TOP IRON PIPE FOR THE POINT-OF BEGINNING; THENCE CONTINUE SOUTH 76 DEGREES 00 MINUTES WEST, ALONG THE NORTH SIDE OF SAID SUBDIVISION, 491.17 FEET TO AN IRON PIPE ON THE EAST RIGHT-OF-WAY LINE OF SCENIC HIGHWAY NO. 98; THENCE RUN NORTHWARDLY ALONG A CURVE TO THE RIGHT, 253 FEET, MORE OR LESS, (CHORD BEARS NORTH 01 DEGREES 55 MINUTES 38 SECONDS WEST 252.71 FEET) TO A POINT; THENCE RUN NORTH 00 DEGREES 13 MINUTES 18 SECONDS WEST, 75.64 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 35 DEGREES 07 MINUTES 10 SECONDS EAST, 77.66 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY OF PARKER ROAD; THENCE RUN NORTH 69 DEGREES 47 MINUTES 11 SECONDS EAST, 319.92 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN SOUTH 20 DEGREES 07 MINUTES 14 SECONDS EAST, 408.37 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 3.79 ACRES, MORE OR LESS.

A map of the property to be rezoned is attached as Exhibit A

The property is hereby rezoned from PUD (Planned Unit Development) to R-1, Low Density Single Family. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Ordinance No. _____
Page -2-

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

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

Adopted and approved this 9th day of January, 2023

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 9th day of January, 2023

By: _____
Sherry Sullivan, Mayor

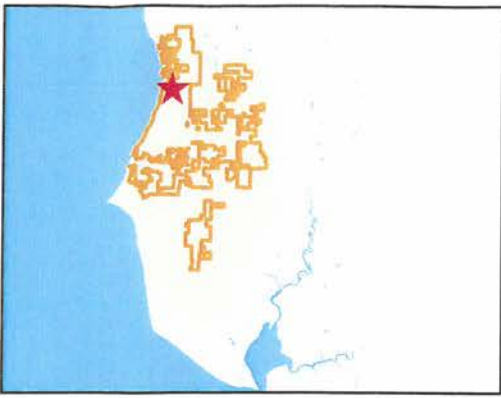


Exhibit A: Live Oak Properties LLC
Rezoning from PUD to R-1, Low Density Single Family
(ZC 22.15)



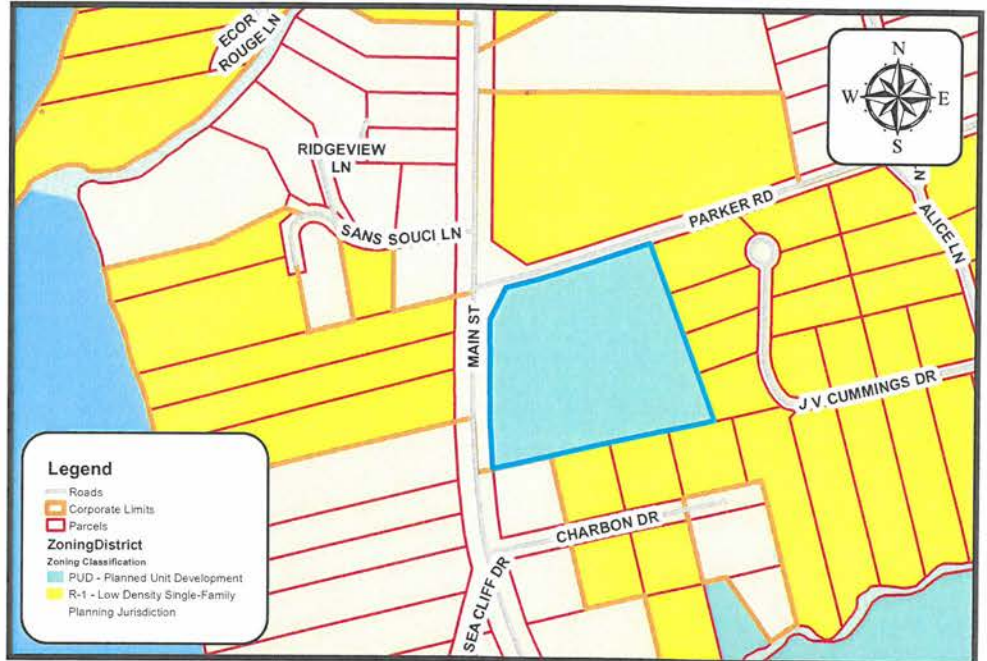
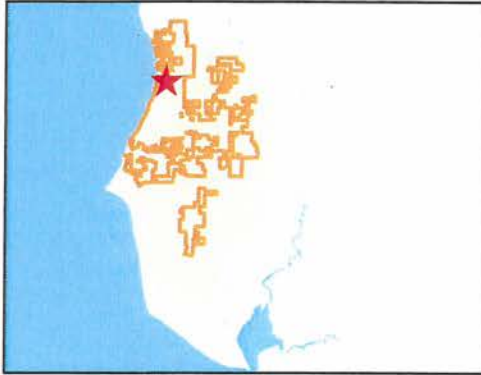
City of Fairhope City Council

December 21, 2022



Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 22.15.

ZC 22.15 - Parker Road PUD



Project Name:	Parker Road PUD
Site Data:	3.79 acres
Project Type:	Rezoning to R-1
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	PUD
PPIN Number:	11947
General Location:	East side of Main St, south of Parker Rd
Surveyor of Record:	Dewberry
Engineer of Record:	Dewberry
Owner / Developer:	Live Oak Properties, LLC
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval
Prepared by:	Mike Jeffries





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: Live Oak Properties, LLC Phone Number: 251-278-4720
 Street Address: 561 Fairhope Ave, STE 201
 City: Fairhope State: AL Zip: 3653 2

Applicant / Agent Information

If different from above.
 Notarized letter from property owner is required if an agent is used for representation.

Name: Cathy Barnette | Dewberry Phone Number: 251-929-9801
 Street Address: 25353 Friendship Rd
 City: Daphne State: AL Zip: 36526

Current Zoning of Property: PUD
 Proposed Zoning/Use of the Property: R-1 / residential
 Property Address: 7220 Parker Rd, Fairhope, AL 36532
 Parcel Number: 05-46-03-07-0-000-018.000
 Property Legal Description: See attachment
 Reason for Zoning Change: Market conditions support R-1 lots

- Property Map Attached YES NO
- Metes and Bounds Description Attached YES NO
- Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date: No proposed improvements for single family lots, construction to start Spring 2023

Zoning Fee Calculation:
Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Live Oak Properties, LLC
 Property Owner/Leaseholder Printed Name

[Signature]
 Signature

09/27/2022
 Date


 Fairhope Single Tax Corp. (If Applicable)

LIVE OAK PROPERTIES, LLC
561 Fairhope Ave, STE 201
Fairhope, AL 36532

To whom it may concern,

DEWBERRY is hereby authorized as our agent to represent us before the City of Fairhope Planning Commission and City Council regarding the Parker Road PUD Modification.

Sincerely,



Signature 9/25/22
Date

Chris Haley

Print Name 9/25/22
Date

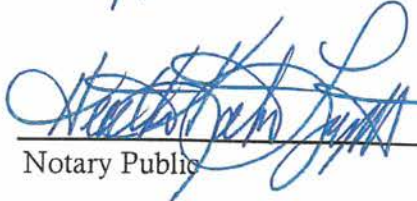
State of Alabama

County of Baldwin

Signed and affirmed before me on 26 by September

[SEAL]





Notary Public

My commission expires: _____

Summary of Request:

Applicant, Cathy Barnette with Dewberry, acting on behalf of the Owner, Live Oak Properties, LLC is requesting to rezone from a Planned Unit Development (PUD) to R-1 - Low Density Single-Family Residential District. The property is approximately 3.79 acres and is located on the east side of Main Street, south of Parker Road. The applicant no longer desires to develop the property due to the cost of development currently.

Comments:

The subject property is currently zoned a PUD Ordinance #1375 that has a corresponding site plan and ordinance that the property must be built in substantial conformance to. The PUD was approved January 12th, 2009. The full ordinance is provided in the packet, but in short it is a cul-de-sac development consisting of 8 lots with the smallest lot being 12,760 SF. Below are a few unique requirements of the PUD:

- Setbacks
 - o Front Setback – 15’
 - o Rear Setback – 20’
 - o Side Setback – 10’
 - o Front Garage Setback – 20’

- Landscape Buffers (natural and heavily wooded creating a dense buffer)
 - o Scenic Highway 98 – 30’
 - o Parker Road – 20’

- Building height – 35’ (measured from finished floor to peak of roof)

- Sidewalks internally were to be routed to have maximum tree preservation. Required adding the sidewalk along Parker Road.

Rezoning to R-1 if approved will essentially erase all the requirements of the PUD and any future development would have to conform to R-1 dimension standards and meet the requirements of the subdivision regulations.

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by all structures	Max. height
			Front	Rear	Side	Street side		
R-1	15,000 s.f./ -	100’	40’	35’	10’ ^b	20’	40%	30’ ^a

The applicant has included a lot layout that consists of 4 lots meeting the R-1 standards. A 4-lot subdivision in the future would be required to accomplish this. The rezoning does not create these lots.

Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response: Meets

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: Meets

(3) The character of the surrounding property, including any pending development activity;

Response: Meets

(4) Adequacy of public infrastructure to support the proposed development;

Response: This is a re-zoning request, without a Site Plan review. Future projects within the subject property shall ensure adequate public infrastructure.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: Staff does not anticipate an issue at this time.

(6) Compliance with other laws and regulations of the City;

Response: At the time of any development all applicable laws of the City will be applied.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: At the time of a development all applicable laws will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response: Staff does not anticipate any significant issues relating to this criterion at this time.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: Staff does not anticipate any significant issues relating to this criterion.

Recommendation:

Staff recommends **approval** of ZC 22.15 Parker Place rezoning from **PUD to R-1**.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF ALABAMA
COUNTY OF BALDWIN
I, the undersigned, being lawful owner of the land depicted in the within plat to be known as PARKER PLACE, a part of Grand Section 7, Township 5 South, Range 2 East, Baldwin County, Alabama, and that the same, as shown on said plan hereby dedicated to the use of the Public.

Dated this 21st day of August, 2018
Owner: Laurance H. Zander, P.E.
Address: Baldwin County, Alabama

CERTIFICATION BY NOTARY PUBLIC

I, a Notary Public, do hereby certify that the within plat, and the contents of the same, as shown on said plan, have been duly filed for recording in the Public Office of Baldwin County, Alabama.

Cover under my hand and notarial Seal this 21st day of August, 2018

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION

This is to certify that PARKER PLACE, Baldwin County, Alabama, is hereby approved by the Fairhope Planning Commission.

ENGINEER'S CERTIFICATE

I, Perry C. Jorgens, III, a Licensed Professional Engineer in the State of Alabama (License Number 25,296), hereby certify that I have reviewed the design herein and that the same complies with all applicable codes and standards.

CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES - GAS

This is to certify that PARKER PLACE, Baldwin County, Alabama, is hereby approved by the Fairhope Public Utilities Commission for gas service.

CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES - SEWER

This is to certify that PARKER PLACE, Baldwin County, Alabama, is hereby approved by the Fairhope Public Utilities Commission for sewer service.

CERTIFICATE OF APPROVAL BY RIVERIA UTILITIES - POWER

This is to certify that PARKER PLACE, Baldwin County, Alabama, is hereby approved by the Riveria Utilities Commission for power service.

CERTIFICATE OF APPROVAL BY AT&T

This is to certify that PARKER PLACE, Baldwin County, Alabama, is hereby approved by AT&T for telecommunications service.

CERTIFICATE OF APPROVAL BY UTILITIES BOARD OF THE CITY OF DAPHNE - WATER

I, John McCreary, General Manager for the Utilities Board of the City of Daphne, Alabama, hereby certify that the within plat complies with all applicable codes and standards.

Subscribed and sworn to before me on this 21st day of August, 2018, in Baldwin County, Alabama.

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY E-911 ADDRESSING

This is to certify that PARKER PLACE, Baldwin County, Alabama, is hereby approved by Baldwin County E-911 Addressing.

Addressed Representative: Laurance H. Zander, P.E.

Parker Place
A PLANNED UNIT DEVELOPMENT



OWNER-DEVELOPER

Laurance H. Zander, P.E.
1200 So. 1st St.
Birmingham, AL 35205

ENGINEER

Perry C. Jorgens, III, P.E.
1200 So. 1st St.
Birmingham, AL 35205

SURVEYOR

Laurance H. Zander, P.L.S.
1200 So. 1st St.
Birmingham, AL 35205

ZONING

Single-Family Residential
Minimum Lot Area: 30,000 sq. ft.



SITE DATA

Total Area: 32.86± acres
Total Building Footprint: 3,500± sq. ft.

BUILDING SETBACKS

- Front Minimum Building Setback: 15 ft
Side Minimum Building Setback: 10 ft
Rear Minimum Building Setback: 25 ft



DESCRIPTION OF PROPERTY

Commencing at the southeast corner of the Parker Grant Section 7, Township 5 South, Range 2 East, Baldwin County, Alabama, thence North 54°17'24" West, a distance of 748.99 feet to a point (P1), thence South 75°40'10" West, a distance of 703.70 feet to a point (P2) located at the northeast corner of Lot 1, thence South 15°12'13" West, a distance of 1,000.00 feet to a point (P3) located at the southeast corner of Lot 1, thence South 75°40'10" West, a distance of 703.70 feet to a point (P4) located at the southeast corner of Lot 1, thence North 54°17'24" West, a distance of 748.99 feet to the starting point.

Laurance H. Zander, P.E.
Alabama P.L.S. 25647

NOTES

- 1. THIS IS A PRELIMINARY PLAN AND NOT A FINAL RECORDING PLAN.
2. THIS PROJECT IS SUBJECT TO THE APPLICABLE ZONING ORDINANCES OF THE CITY OF FAIRHOPE.

ADJACENT PROPERTY OWNERS

- 1. North of Parker Road, East of Scenic Highway 98: [Owner Name]
2. West of Parker Road, South of Scenic Highway 98: [Owner Name]

LEGEND

- CONCRETE FOUNDATION
CONCRETE WALKWAY
CONCRETE DRIVEWAY
CONCRETE SIDEWALK

CURVE DATA

Table with 7 columns: NUMBER, BEGINS, ENDS, CHORD BEARING, CHORD LENGTH, ARC LENGTH, TANGENT. Contains 10 rows of curve data.

COMMON AREA 1 DETAILS

NOT FOR FINAL RECORDING

PARKER PLACE
PRELIMINARY PLAN
LIVE OAK PROPERTIES, LLC

JANEY & ASSOCIATES DEVELOPMENT ENGINEERS
114 PARKWOOD DRIVE
FAIRHOPE, ALABAMA 36533
205.328.6300

JADE CONSULTING, LLC
205.328.4130

Revision table with columns: NO., REVISION, DATE.

JOE H. HOOVER
SCALE: 1" = 40'
DATE: JULY 2018
DESIGNED BY: JHH
CHECKED BY: JHH
SHEET: 1 OF 1

Revised As Per Comments

ORDINANCE NO. 1375

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1373
AND AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE
CONCURRENT WITH ANNEXATION**

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning and Zoning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation,

The property of Christopher L. Haley located at 7220 Parker Road, Fairhope, Alabama.

PARKER PLACE SUBDIVISION

TAX PARCEL 05-46-03-07-0-000-018.000

Legal Description: (Case number ZC 08.08)

COMMENCING AT THE PURPORTED SOUTHEAST CORNER OF THE FORBES GRANT SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE NORTH 14 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 349.99 FEET TO A POINT; THENCE SOUTH 75 DEGREES 41 MINUTES 02 SECONDS WEST, A DISTANCE OF 773.72 FEET TO A POINT LOCATED AT THE NORTHEAST CORNER OF LOT 4 CHARBON WOODS SUBDIVISION; THENCE SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHERN BOUNDARY OF CHARBON WOODS A DISTANCE OF 108.16 FEET TO A CRIMPED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERN BOUNDARY SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 491.17 FEET TO A POINT TO A IRON PIPE FOUND ON THE EAST RIGHT-OF-WAY LINE OF SCENIC HIGHWAY NO. 98 (80 FOOT RIGHT-OF-WAY); THENCE ON A CURVE TO THE RIGHT, HAVING A ARC LENGTH OF 253.00 FEET, WITH A RADIUS OF 1,527.00 FEET AND BEING SUBTENDED BY (A CHORD OF NORTH 01 DEGREES 55 MINUTES 38 SECONDS WEST, A CHORD DISTANCE OF 252.71 FEET) TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 00 DEGREES 13 MINUTES 18 SECONDS WEST, A DISTANCE OF 75.64 FEET TO A CRIMPED TOP PIPE FOUND AT A MITER POINT OF SAID EAST RIGHT-OF-WAY LINE OF SCENIC HIGHWAY NO. 98 AND THE SOUTH RIGHT-OF-WAY LINE OF PARKER ROAD (80 FOOT RIGHT-OF-WAY); THENCE NORTH 35 DEGREES 07 MINUTES 10 SECONDS EAST, ALONG SAID MITER A DISTANCE OF 77.66 FEET TO A CRIMPED TOP PIPE FOUND; THENCE NORTH 69 DEGREES 47 MINUTES 09 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY OF PARKER ROAD A DISTANCE OF 319.92 FEET TO A CRIMPED TOP PIPE FOUND AT THE NORTHWEST CORNER OF LOT 1 FLYING CREEK SUBDIVISION; THENCE SOUTH 20 DEGREES 07 MINUTES 14 SECONDS EAST, ALONG THE WESTERN BOUNDARY OF FLYING CREEK SUBDIVISION A DISTANCE OF 408.37 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 3.795 ACRES, MORE OR LESS.

A map of the property to be zoned is attached as "Exhibit A"

MAIL TO:
CITY OF FAIRHOPE
P.O. DWR 429
FAIRHOPE, AL 36533

1. That, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan.
2. That, the following development regulations shall govern:

Lots: There shall be 8 lots with twenty percent (20%) open space requirement and maximum lot coverage of 40% with a note placed on the preliminary plat, site plan and the construction drawings stating the required maximum lot coverage of 40%.

Impacts on Natural Resources: The applicant shall take all necessary best management steps during development to minimize runoff of sediment to Fly Creek and maintain the area as naturalized as possible. Lots to be cleared, as they are sold and ready for a building permit, to minimize soil loss and potential deposition to Fly Creek with minimal land disturbance during construction.

Setbacks: Setbacks are specified on the attached site plan as follows: Front setback- 15'; Rear Setback-20' Side Setback-10'; Front Garage Setback: 20'.

Landscape Buffers: 30' along Scenic Highway 98; 20' along Parker Road, 30' in Common Area 4

Building Height: Maximum building height within the PUD will be 35' from finished floor to peak of roof.

Utility Easements: Utility easements shall be at the front of all lots.

Sidewalks: The pedestrian circulation plan shall provide pedestrian connectivity in the Southern Common area to the Eastern Shore Trail. The sidewalk shall be routed to have maximum tree preservation and connectivity with minimal impact to the natural vegetation in the buffer. A sidewalk shall be added along Parker Road.

Common Area: All common area areas shall be maintained by the property owners association including on-site drainage.

Screening/Buffer Zones/Landscaping: The landscaped buffers along Highway 98 and Parker Road shall remain natural and heavily wooded creating a dense buffer. Any modification to the buffer shall be approved by the Public Works Director. A tree protection and barrier plan specifying the barrier detail shall be submitted for all trees over 20" dbh.

Accessory Buildings: All accessory structures proposed in the future shall meet the requirements of Article III Section C2 and Article III Section D 9 of the City of Fairhope Zoning Ordinance.

Exterior Lighting: Any lighting from the site shall not spill over on to adjacent properties.

Other: All outside agency approvals shall be obtained prior to the issuance of a land disturbance permit.


Ordinance No. 1375
Parker Place
Page - 3 -

3. **That**, the property is hereby zoned to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253. Ordinance No. 1373 is hereby repealed and replaced by this ordinance.

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


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

Adopted and approved this 12th day of January, 2009.



Timothy M. Kant, Mayor

ATTEST:



Lisa A. Hanks, City Clerk

Ord. No. 1375 Published in
THE FAIRHOPE COURIER
on January 17, 2009
Lisa A. Hanks City Clerk

MAIL TO:
CITY OF FAIRHOPE
P. O. DWR 429
FAIRHOPE, AL 36533



CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

LH

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

This petition is for R-1 Zoning

The condition of the Petition is that zoning be established as PUO
Concurrent with Annexation. (Zoning Request)

Is this property colony property ___ Yes No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner

Christopher L. Haley

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 7220 Parker Road

Petitioner's Current Physical Address:
16197 Scenic Highway 98

Petitioner's Current Mailing Address:
P.O. Box 1348

Point Clear, AL 36564

Point Clear, AL 36562

Telephone Number(s): 251-210-0490
Home Work

County Tax Parcel Number: 05-46-03-07-0-000-018.000

Backroom Users only: Library Mail POP-
mailto:library@cityoffairhope.org

MAIL TO:
CITY OF FAIRHOPE
P.O. DWR 429
FAIRHOPE, AL 36533

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 3.79 +/- Acres
- If property is occupied, give number of housing units Not Occupied
- Number of Persons residing in each unit, and their race None
- If property is unoccupied, give proposed use Single Family Residential
- If property is being developed as a subdivision, give subdivision name
Parker Place
- Number of lots within proposed subdivision 8

I, Deborah Alice Martin a Notary Public in and for said State and County, hereby certify that Christopher L. Haley whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.



Given under my Hand and Seal this 11 day of June, 2008.

Deborah Alice Martin
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 26, 2010
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____.

(Seal)

Notary Public

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____.

(Seal)

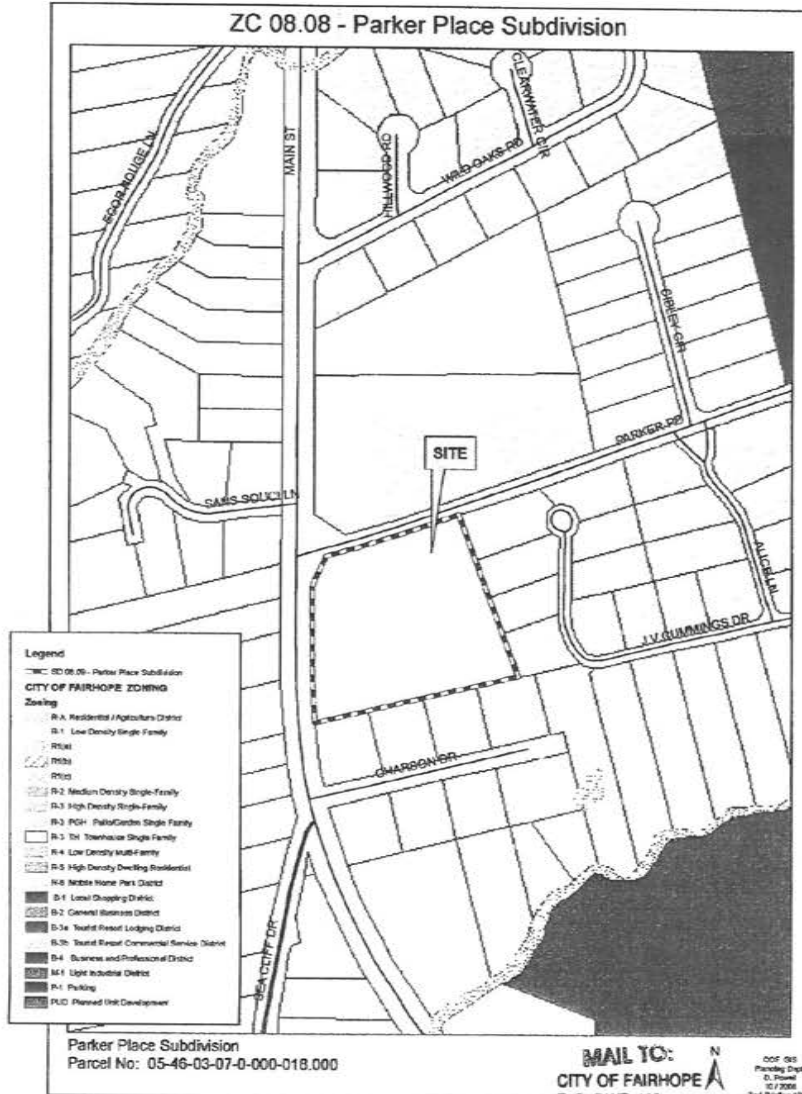
Notary Public

My commission expires _____

MAIL TO:

**CITY OF FAIRHOPE
P. O. DWR 429
FAIRHOPE, AL 36533**

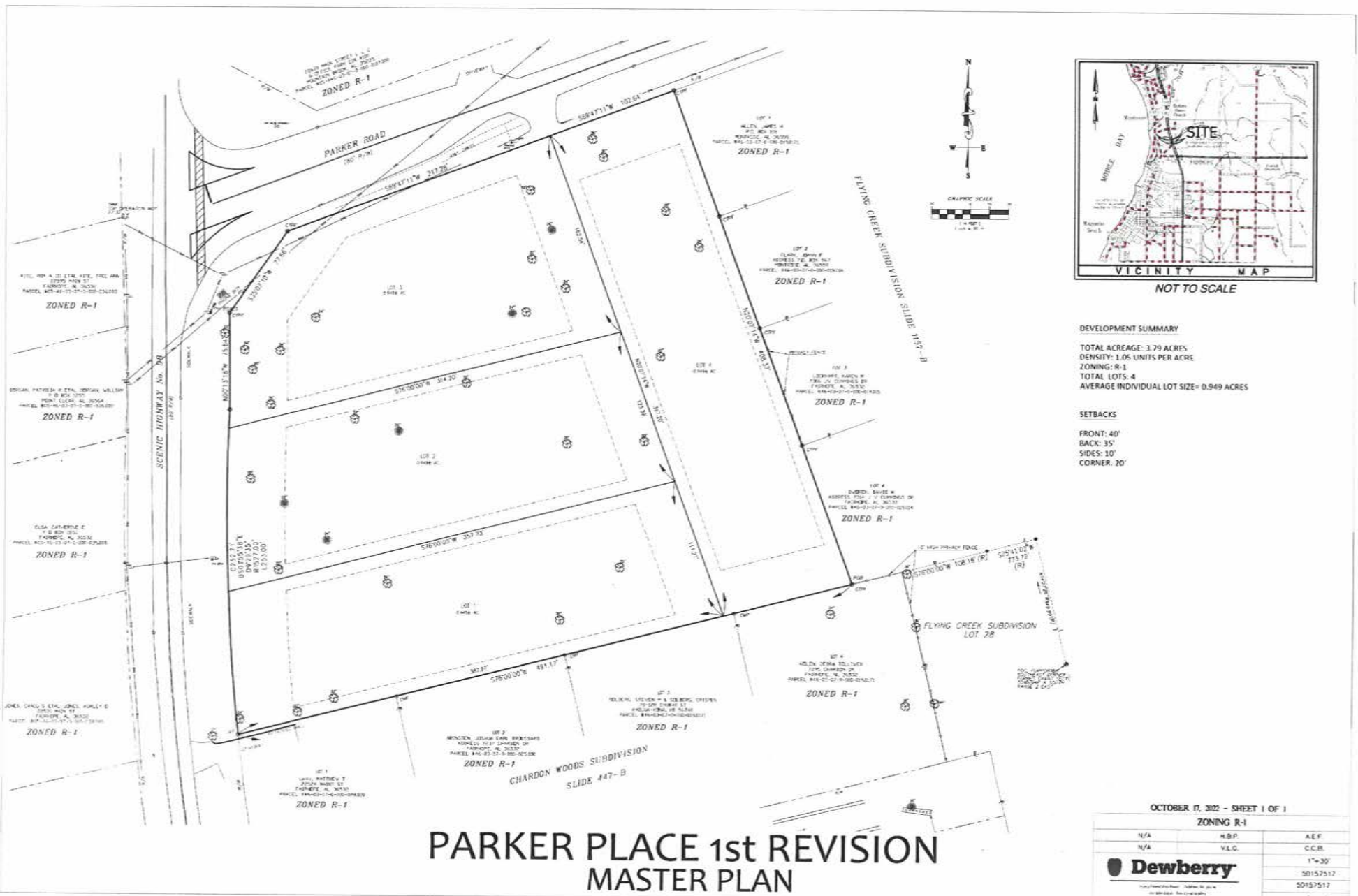
ZC 08.08 - Parker Place Subdivision



Parker Place Subdivision
Parcel No: 05-46-03-07-0-000-018.000

MAIL TO:
CITY OF FAIRHOPE
P.O. DWR 428
FAIRHOPE, AL 36533

000 000
Planning Dept.
D. Powell
11/2008
2nd Edition 1/2013



NOT TO SCALE

DEVELOPMENT SUMMARY
 TOTAL ACREAGE: 3.79 ACRES
 DENSITY: 1.05 UNITS PER ACRE
 ZONING: R-1
 TOTAL LOTS: 4
 AVERAGE INDIVIDUAL LOT SIZE= 0.949 ACRES

SETBACKS
 FRONT: 40'
 BACK: 35'
 SIDES: 10'
 CORNER: 20'

PARKER PLACE 1st REVISION MASTER PLAN

OCTOBER 17, 2022 - SHEET 1 OF 1

ZONING R-1		
N/A	H.B.P.	A.E.F.
N/A	V.L.C.	C.C.B.
1"=30'		
50157517		
50157517		
E 1		

Dewberry

1000 Parkside Drive, Tallahassee, FL 32304
 Telephone: 904.433.3333
 Fax: 904.433.3334
 www.dewberry.com

From: [James Allen](#)
To: [planning](#)
Subject: PPIN# 11947 Zoning request
Date: Tuesday, October 25, 2022 2:27:36 PM

SENT FROM AN EXTERNAL ADDRESS

Planning and Zoning Department:

RE: Case ZC22.15

I am immediately adjacent to the property being considered in this case. I would ask for your consideration that you require a buffer zone on the east side of the property to protect the backyard of my home. Secondly, I would ask that the size of lot and square footage of the homes being built be similar to the surrounding area.

Thanks for your consideration,

James Allen
251-232-1062

--

James Allen

ORDINANCE NO. _____

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

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing, the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of June Nelson Long, is generally located at the northeast corner of Greeno Road and Old Battles Road in Fairhope, Alabama.

PPIN # 26270

Legal Description: (Case number ZC 22.12)

Begin at the Southwest corner of Section 28, Township 6 South, Range 2 East, run thence North 89° 41' 22" East for 40 feet to the East right of way of County Road No. 11 and the centerline of County Road No. 24, run thence North 40 feet to the point of beginning; thence run North 89° 41' 22" East for 460 feet; run thence North for 180 feet; run thence South 89° 41' 22" West for 460 feet; run thence South for 180 feet to the point of beginning; said land being in Section 28, Township 6 South, Range 2 East, Baldwin County, Alabama.

A map of the property to be rezoned is attached as Exhibit A.

The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

Adopted and approved this 9th day of January, 2023

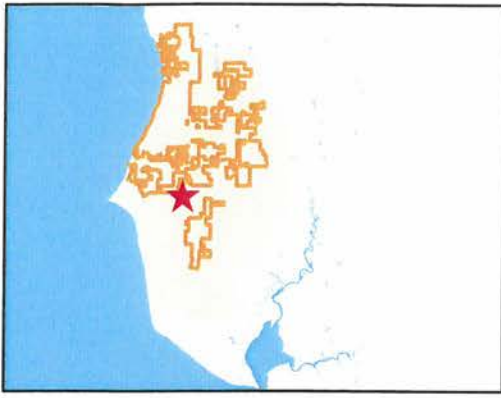
By: _____
Jay Robinson, Council President

Attest:

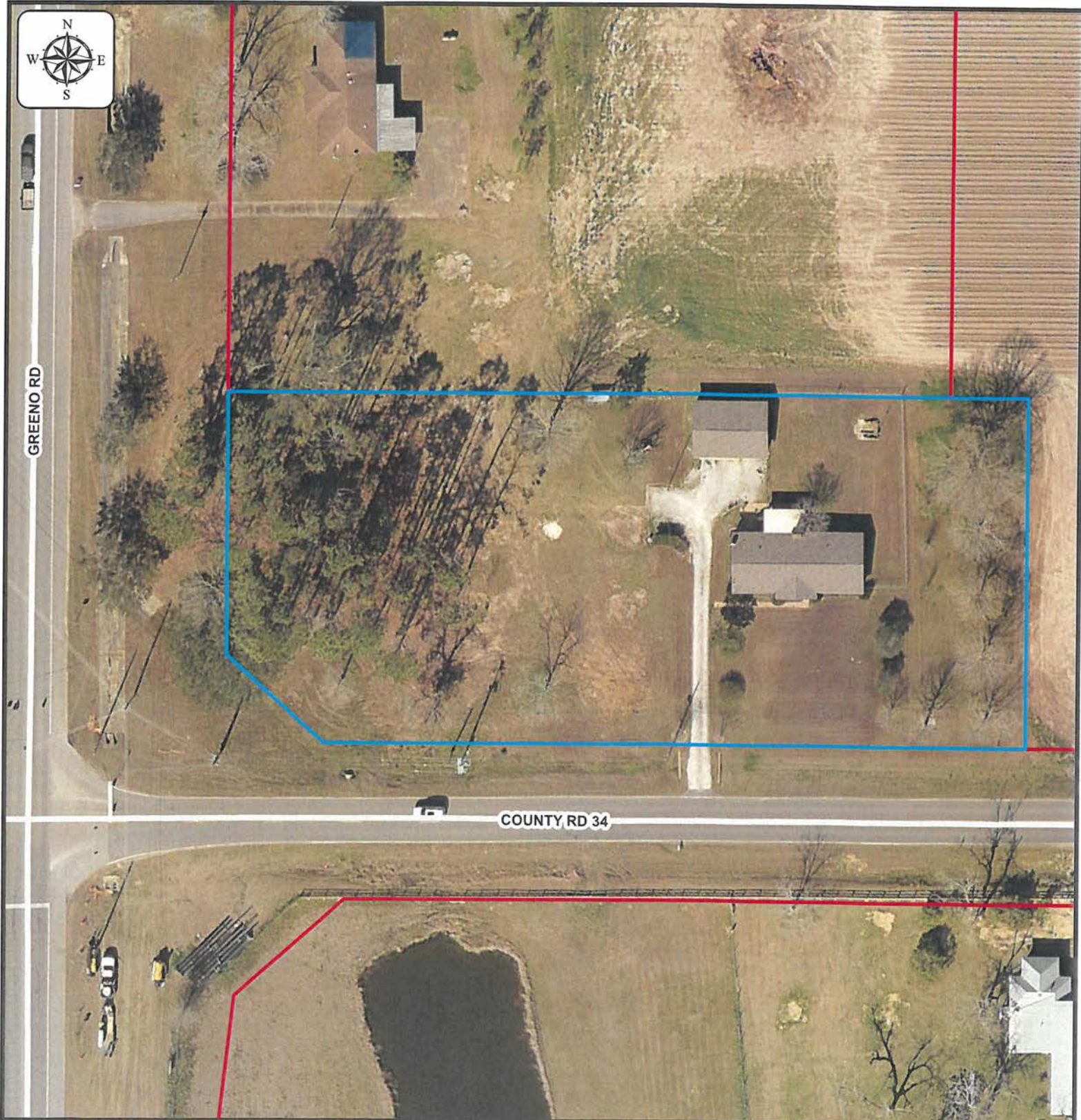
By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 9th day of January, 2023

By: _____
Sherry Sullivan, Mayor



**Exhibit A: The Property of June Nelson Long
Conditional Annexation to B-2
(ZC 22.12)**



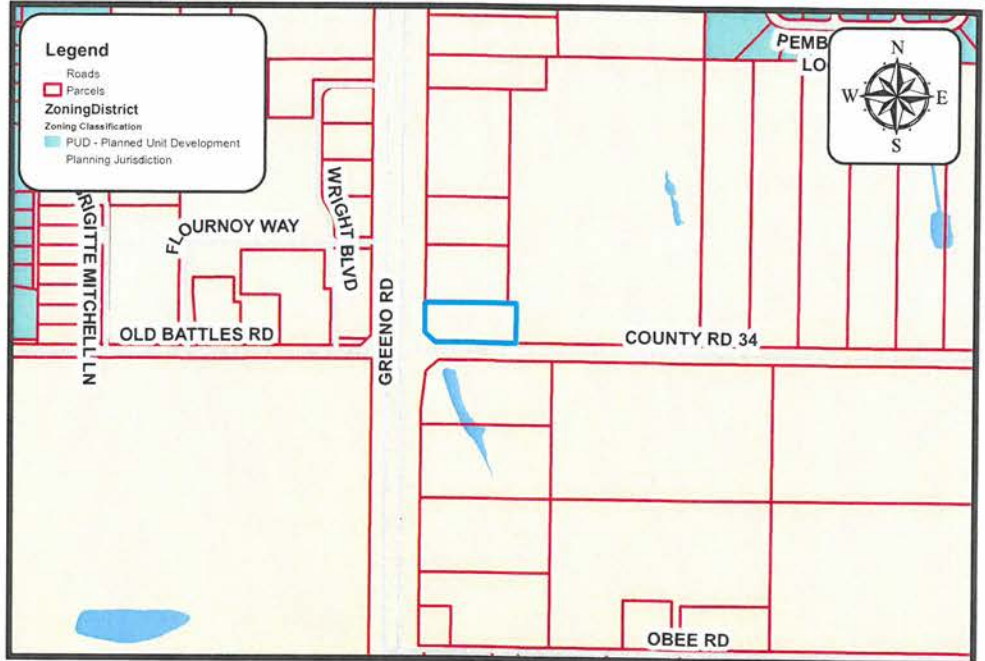
City of Fairhope City Council

December 21, 2022



Planning Commission unanimously voted (6 Ayes, 0 Nays) to recommend approval of ZC 22.12.

ZC 22.12 - Conditional Annexation to B-2



Project Name:

Conditional Annexation to B-2

Site Data:

1.7 acres

Project Type:

Conditional Annexation & Initial Zoning

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

Baldwin County:
Community Preservation District

PPIN Number:

26270

General Location:

Northeast intersection of Greeno Road
& County Road 34

Owner / Developer:

June Long

School District:

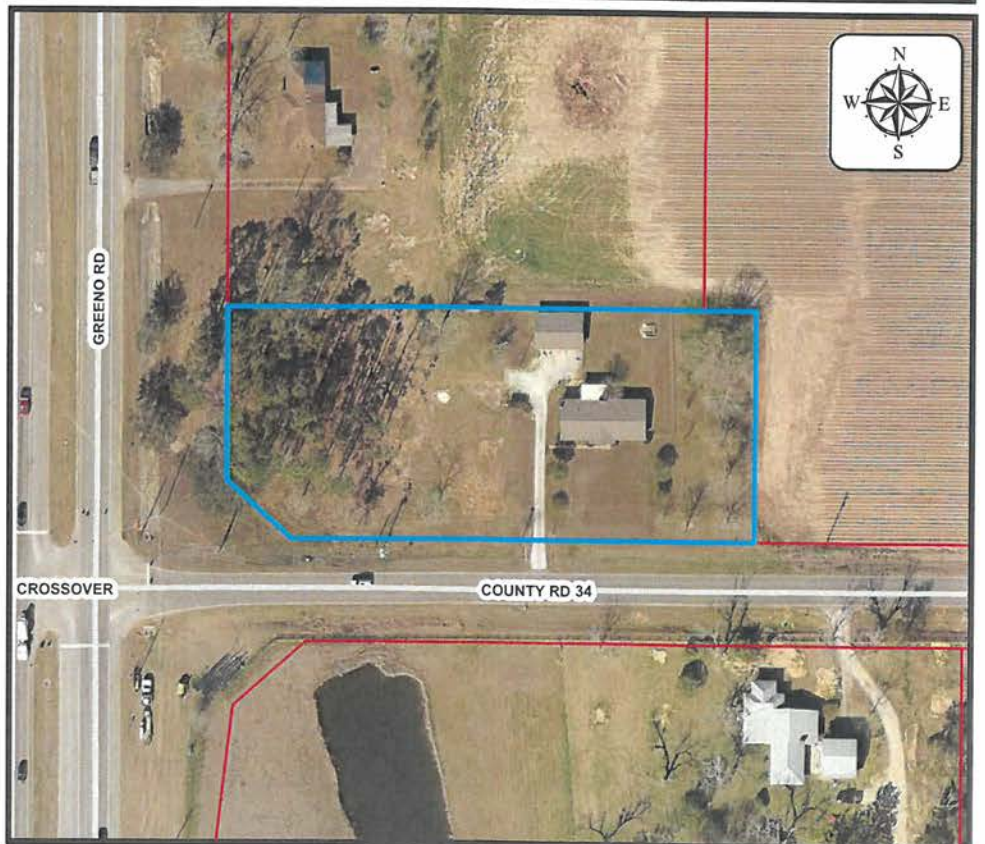
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approval

Prepared by:

Casey Potts



Summary of Request:

Applicants, Jason Long and Stephen Roberts, acting on behalf of the Owner, June Long, are requesting to establish an initial zoning of B-2, General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.70 acres and is located at the northeast corner of Old Battles Road and US HWY 98.

Comments:

The subject property is currently outside the City of Fairhope’s municipal boundary and zoned CP (Community Preservation District) by Baldwin County in District 8. The site currently has a single-family residence on site.



The property is bordered to the north, south, and east by the Community Preservation Zoning District (Baldwin County). The subject property is located across the street from the Publix development. The Publix property has pending annexation into the City. Annexation of the subject property is contingent upon the annexation of the Publix property across the street.

According to the 2015 Comprehensive Plan, a node is not located at the intersection of Old Battles Road and US Highway 98. However, the forthcoming Comprehensive Plan recognizes the development patterns that occurred in recent years and will propose a commercial node at the U.S. Highway 98 and Old Battles Rd intersection.

Important to note, this is a straight re-zoning request and does not include a site plan for intended uses. Future uses, if approved, shall meet the Fairhope Zoning Ordinance requirements.

The Zoning Ordinance defines B-2 General Business District as follows:

“B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.”

A copy of the Zoning Ordinance’s Use Table, highlighting allowable uses in B-2, is attached within the packet.

Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response:

Meets

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: Applicant intends to annex into the City of Fairhope and fall under the City’s development guidelines.

(3) The character of the surrounding property, including any pending development activity;

Response: Meets

(4) Adequacy of public infrastructure to support the proposed development;

Response: This is a re-zoning request, without a Site Plan review. Future projects within the subject property shall ensure adequate public infrastructure.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: Staff does not anticipate an issue at this time.

(6) Compliance with other laws and regulations of the City;

Response: At the time of any development all applicable laws of the City will be applied. If granted, any use within B-2 zoning will be allowed ‘by right’.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: At the time of a development all applicable laws will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response: Staff does not anticipate any significant issues relating to this criterion at this time.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: Staff does not anticipate any significant issues relating to this criterion.

Recommendation:

Staff recommends Case: ZC 22.12, PPIN# 26270, be **approved** with an initial zoning of B-2 General Business District, with conditional annexation with the following condition:

1. The subject property shall be contiguous to the City of Fairhope Corporate Limits.



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information 251-391-1120-001

Name: June Long Phone Number: 251-928-5577
 Street Address: 8051 County Road 34
 City: Fairhope State: AL Zip: 36532

Applicant / Agent Information 251-902-8004 (Stephen)

Stephen Roberts † If different from above.
 Notarized letter from property owner is required if an agent is used for representation.

Name: Jason D Long Phone Number: 251-331-2199 (Jason)
 Street Address: 301 Saint Charles Court (Stephen) / 24297A Ct, Rd. 13 Fairhope (Jason)
 City: Fairhope State: AL Zip: 36532

Current Zoning of Property: County - community preservation
 Proposed Zoning/Use of the Property: B2
 Property Address: 8051 County Road 34 Fairhope, AL 36532
 Parcel Number: 46-08-28-0-000-022.000
 Property Legal Description: attached
 Reason for Zoning Change: highest & best use of property

Property Map Attached YES NO
 Metes and Bounds Description Attached YES NO
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date: _____
Current improvements include a residence built in 1972

Zoning Fee Calculation:
Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

June N Long
Property Owner/Leaseholder Printed Name
8/22/22
Date

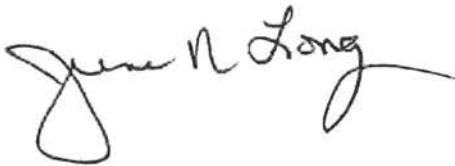
June N Long
Signature
Fairhope Single Tax Corp. (If Applicable)

8/22/2022

To whom it may concern,

In regards to the property located at 8051 County Road 34 in Fairhope, AL; I, June N. Long, hereby authorize my son, Jason Long and the listing agent for the property, Stephen Roberts with Coastal Alabama Real Estate, to represent me in assisting with having the property annexed into Fairhope and rezoned to B2. They both have my permission to speak on this property on my behalf and please feel free to contact either or both should you need any further information regarding the proposed annexation and rezoning. Thank you for your help.

Sincerely,

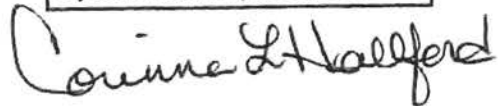


June N. Long
Owner – 8051 County Road 34 Fairhope, AL 36532
(251) 928-5577 (home)
(251) 391-1120 (cell)

Jason Long
Son – 24297A County Road 13 Fairhope, AL 36532
(251) 331-2199 (cell)

Stephen Roberts
Listing Agent – Coastal Alabama Real Estate
301 Saint Charles Court Fairhope, AL 36532
(251) 802-8004 (cell)
(251) 928-9400 (office)

CORINNA L. HALLFORD
Notary Public, Alabama State at Large
My Commission Expires June 12, 2024



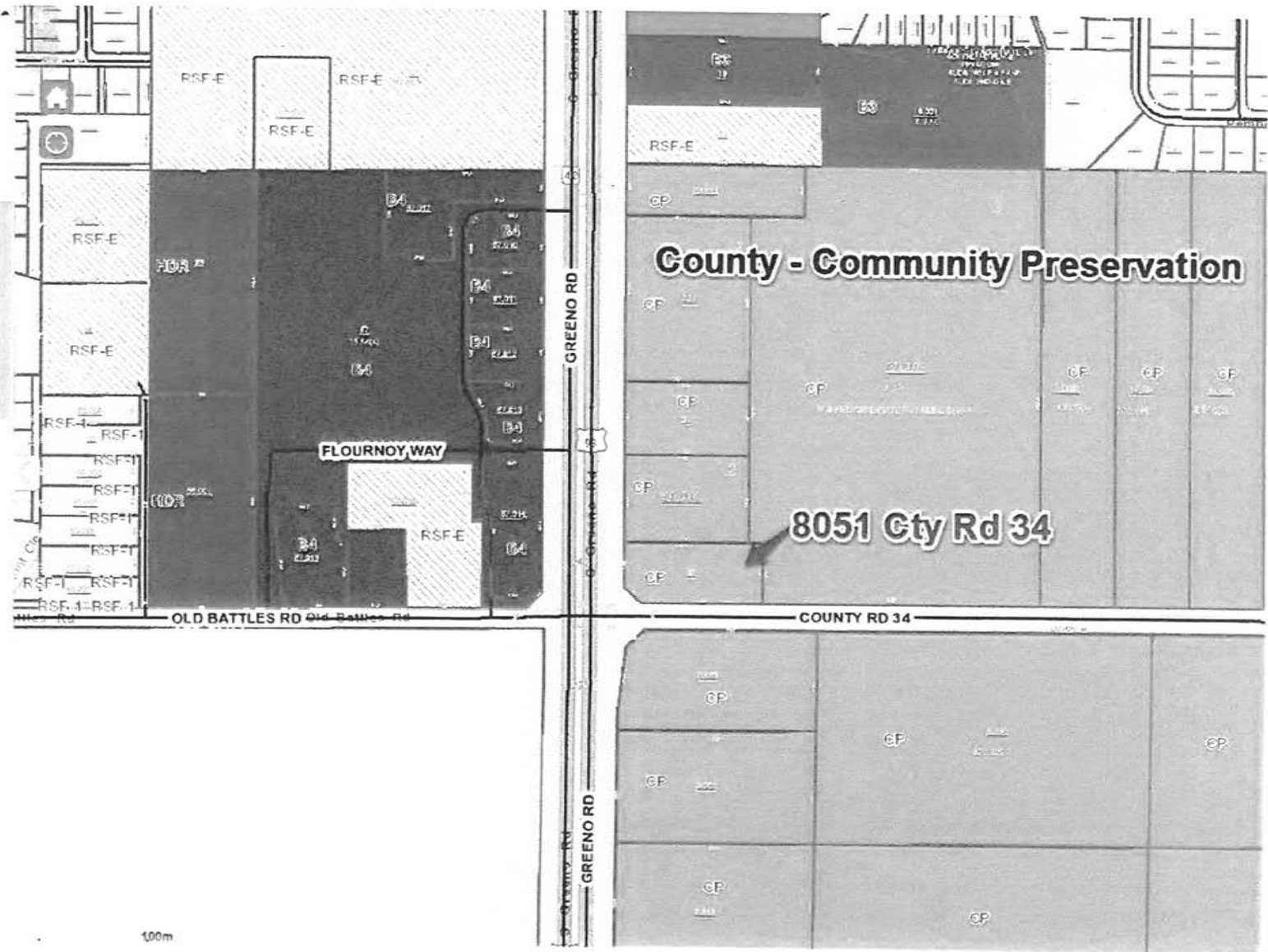
-  Residential Two Family District (RTF-4)
-  Residential Single Family District (RSF-6)
-  Residential Two Family District (RTF-6)
-  Residential Multiple Family District (RMF-6)
-  High Density Residential District (HDR)
-  Residential Manufactured Housing Park District (RMH)
-  Community Preservation District (CP)
-  Manne Recreation District (MR)
-  Outdoor Recreation District (OR)
-  Tourist Resort District (TR)
-  Recreational Vehicle Park District (RV-1)
-  Recreational Vehicle Park District (RV-2)
-  Professional Business District (B-1)
-  Neighborhood Business District (B-2)
-  General Business District (B-3)
-  Major Commercial District (B-4)
-  Limited Business District (LB)
-  Light Industrial District (M-1)
-  General Industrial District (M-2)
-  Moratorium District

-  Baldwin County Contours ≡
-  Baldwin County Imagery 2022 ≡

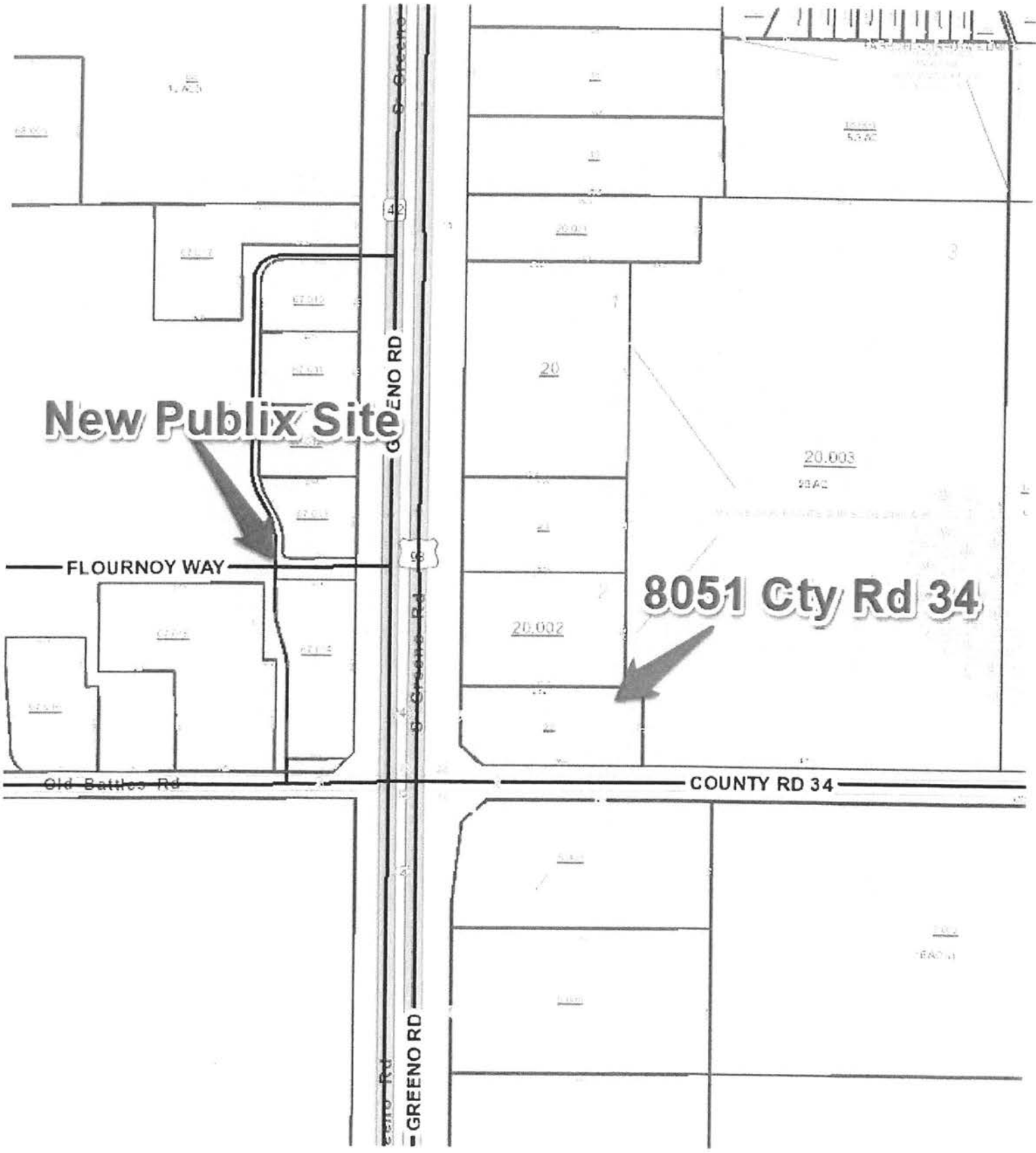
Legend

Baldwin County Data

Misc



100m



New Publix Site

8051 Cty Rd 34

FLOURNOY WAY

Old Battles Rd

COUNTY RD 34

GREENO RD

GREENO RD

GREENO RD

100001
5.7 AC

20.001

20

20.003
28 AC

20.002

2002
28 AC

LEGAL DESCRIPTION

Begin at the Southwest corner of Section 28, Township 6 South, Range 2 East, run thence North $89^{\circ} 41' 22''$ East for 40 feet to the East right of way of County Road No. 11 and the centerline of County Road No. 24, run thence North 40 feet to the point of beginning; thence run North $89^{\circ} 41' 22''$ East for 460 feet; run thence North for 180 feet; run thence South $89^{\circ} 41' 22''$ West for 460 feet; run thence South for 180 feet to the point of beginning; said land being in Section 28, Township 6 South, Range 2 East, Baldwin County, Alabama.



CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B that will be prepared by the City of Fairhope to verify property is contiguous.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

- Options for zoning: R-1 Zoning, or condition established as B2 Concurrent with Annexation (Zoning Request)

Is this property colony property Yes No. If this property is colony property, the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner (handwritten signature)

Print petitioner's name (June D. Long)

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 8051 County Rd. 34

Petitioner's Current Physical Address: 8051 County Road 34, Fairhope, AL 36532

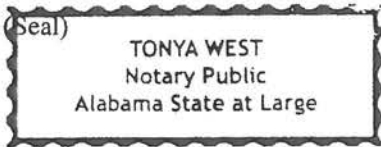
Petitioner's Current Mailing Address: 8051 County Road 34, Fairhope, AL 36532

Telephone Number(s): 251-928-5577 (Home), 251-391-1120 (Work)

Tax Parcel ID Number: 46-08-28-0-000-022.000 Size of Property: 1.7 acres

I, Tonya West a Notary Public in and for said State and County, hereby certify that June Long whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 20th day of August, 2022,



Tonya West
Notary Public
My Commission Expires
March 31, 2026
My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public
My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public
My commission expires _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves Amendment No. 1 to the Contract Agreement with Kimley-Horn and Associates, Inc. for (RFQ PS14-21) Professional Consulting Services for New Water Transmission Line on CR 33 for a not-to-exceed amount of \$80,000.00, increasing the original contract total to \$488,000.00; and hereby authorizes Mayor Sherry Sullivan to execute a contract.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Amendment No. 1 RFQ PS014-21 Professional Consulting Services for New Water Transmission Line

Project Location: County Rd 33

Presented to City Council: 1/9/2023

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 80,000.00 (Not-to-Exceed)

Vendor: Kimley-Horn and Associates, Inc.

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 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: 004010-59500
 G/L Acct Name: System Improve-Distribution

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

Project Budgeted: \$ 80,000.00
 Balance Sheet Item-
 Included in projected cash flow

Over (Under) budget amount: \$ -

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

Capital Lease: _____ - Payment _____ Term _____

New Contract Total: \$488,000

City Council Prior Approval/Date? _____

<p><u>Senior Accountant</u></p> <p>Purchasing Memo Date: <u>1/3/2023</u></p> <p>Request Approved Date: <u>1/3/2023</u></p> <p>Signatures: <u>Aislinn Stone</u> Aislinn Stone</p>	<p><u>City Treasurer</u></p> <p>Purchasing Memo Date: <u>1/3/2023</u></p> <p>Request Approved Date: <u>1/3/2023</u></p> <p>Signatures: <u>Kim Creech</u> Kim Creech</p>	<p><u>Mayor</u></p> <p>Delivered To Date: <u>1/3/2023</u></p> <p>Approved Date: <u>1/3/2023</u></p> <p>Signatures: <u>Mayor Sherry Sullivan</u> Mayor Sherry Sullivan</p>
--	---	---



MEMO

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

Sherry Sullivan
Mayor

From: _____
Erin Wolfe, Purchasing Manager

Council Members:

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

Date: January 3, 2023

Re: Requesting Green Sheet and Approval by City Council for Amendment No. 1 to Existing Agreement with Kimley-Horn and Associates, Inc. for RFQ PS014-21 Professional Consulting Services for New Water Transmission Line on CR 33

Lisa A. Hanks, MMC
City Clerk

The Superintendent of Water and Wastewater Department, Jason Langley, has requested to amend the agreement with Kimley-Horn and Associates, Inc. and increase the scope of work to provide Construction Administration and Oversight Services of the CR 33 24-inch Water Main Extension Project.

Kimberly Creech
City Treasurer

The original project approved consisted of the design of approximately 13,600 linear feet of 24-inch diameter water main. Per the City's request, the project limits were extended by approximately 6,200 linear feet from the intersection of CR 33/CR 48 to the Well No. 2 on CR 48. The amended total project length is approximately 19,800 feet. The extended project will require additional time for Construction Oversight and Project Coordination. In addition, this project is scheduled to receive partial funding through the ADEM SRF/ARPA program and will require additional coordination and reporting to ADEM (As listed in the attached Amendment No. 1) that were not included in the original scope.

Our recommendation is to award the Amendment No. 1 for an additional amount not to exceed Eighty Thousand Dollars (\$80,000.00) to Kimley-Horn and Associates, Inc.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Amendment No. 1 for the contract agreement for RFQ PS014-21 Professional Consulting Services for New Water Transmission Line on CR 33 for a not to exceed amount of \$80,000.00, thereby increasing the original contract total to \$488,000.00.

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

Enclosure

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

Cc: Jason Langley, Clint Steadham

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment Number 1 dated November 2, 2022 to the agreement between City of Fairhope ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated July 15, 2021 ("the Agreement") concerning the Fairhope CR 33 24-inch Water Main Extension Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference. Consultant will perform the following additional services:

No change is requested for Tasks 1 and 2.

The Amendment to Task 3 – Construction Administration and Oversight Services is a request to accommodate an increase in the Scope of Work to extend the originally proposed project. The original project approved consisted of the design of approximately 13,600 linear feet of 24-inch diameter water main (Exhibit 1). Per the City's request, the project limits were extended by approximately 6,200 linear feet from the intersection of CR 33/CR48 to the Well No. 2 on CR 48 (Exhibit 2). The amended total project length is approximately 19,800 linear feet. The extended project will require additional time for Construction Oversight and project coordination. In addition, this project is scheduled to receive partial funding through the ADEM SRF/ARPA program and will require additional coordination and reporting to ADEM that was not included in the original scope. These additional activities will include quarterly reporting, review of Certified Payroll documentation, review for conformance with the American Iron and Steel act (AIS), and project close-out.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, shall be modified as followed:

Task 1	Design Services	\$269,000.00
	Amendment No. 1 (No Change)	<u>\$ 0.00</u>
	Task 1 Total:	\$269,000.00
Task 2	Bid Phase Services	\$ 5,000.00
	Amendment No. 1 (No Change)	<u>\$ 0.00</u>
	Task 2 Total:	\$ 5,000.00
Task 3	Construction Administration and Oversight Services	\$ 134,000.00
	Amendment No. 1	<u>\$ 80,000.00</u>
	Amended Task 3 Total:	\$ 214,000.00
	Amended Total Tasks 1 through 3	\$ 488,000.00
	<u>Original Tasks 1 through 3</u>	<u>\$ 408,000.00</u>
	Total Amendment No. 1	\$ 80,000.00

Consultant and Client agree to the following general schedule in connection with the services set forth above:

Due to the increase in project limits and potential material delivery days, the Contract Time for the Construction Phase Services is approximately 450 calendar days.

CLIENT:

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Wayne W. King

Title: Vice President

Date: 12-22-2022

K:\MOB_GIS\City of Fairhope\water main.mxd - 11/1/2022 9:54:14 AM - Brock Jones

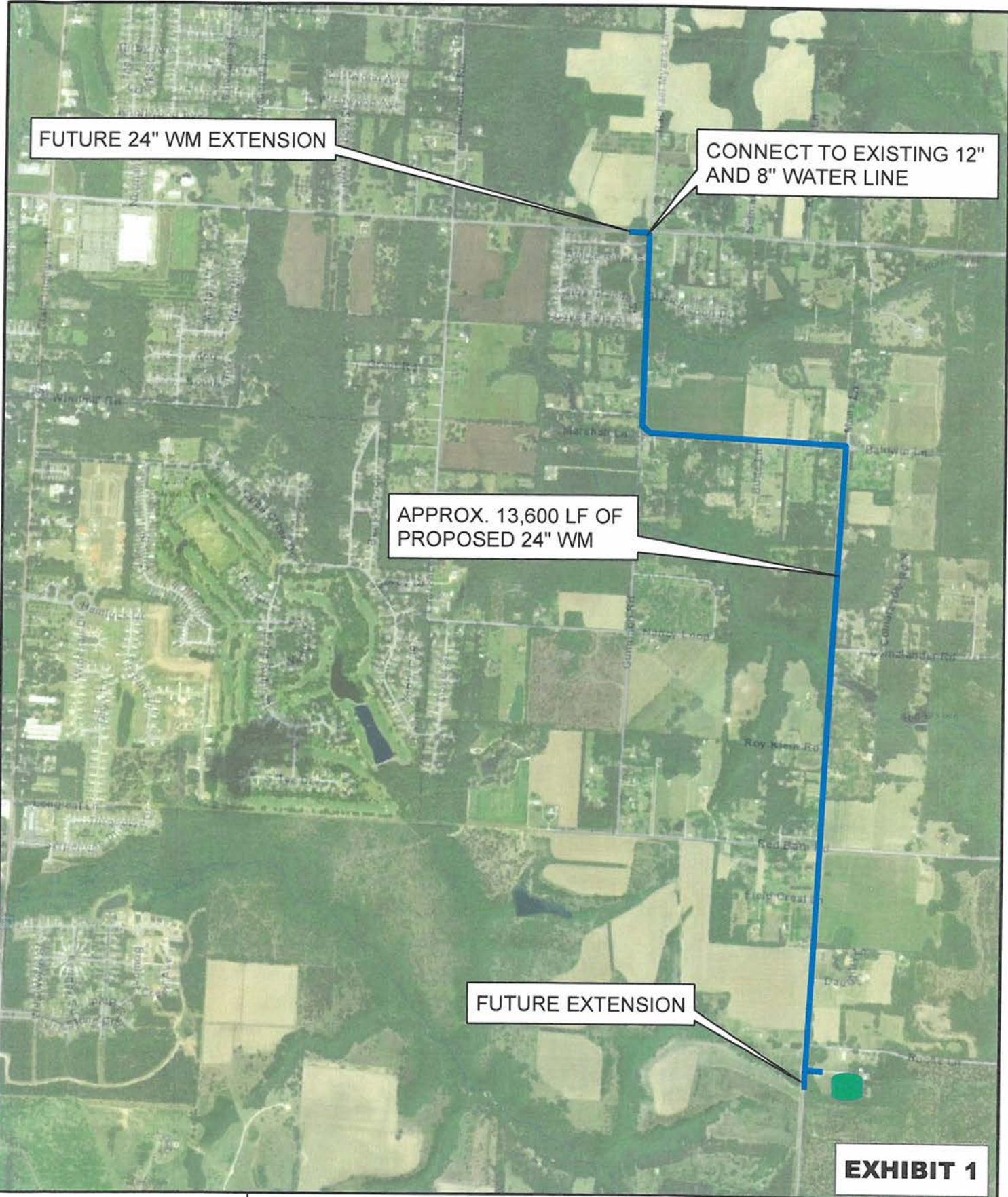


EXHIBIT 1

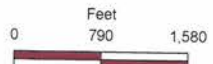
Kimley»Horn

© 2021 Kimley-Horn and Associates, Inc.
11 N. WATER ST, SUITE 9290
MOBILE, AL 36602
Phone: (251) 263-8323
www.kimley-horn.com CA 00000511

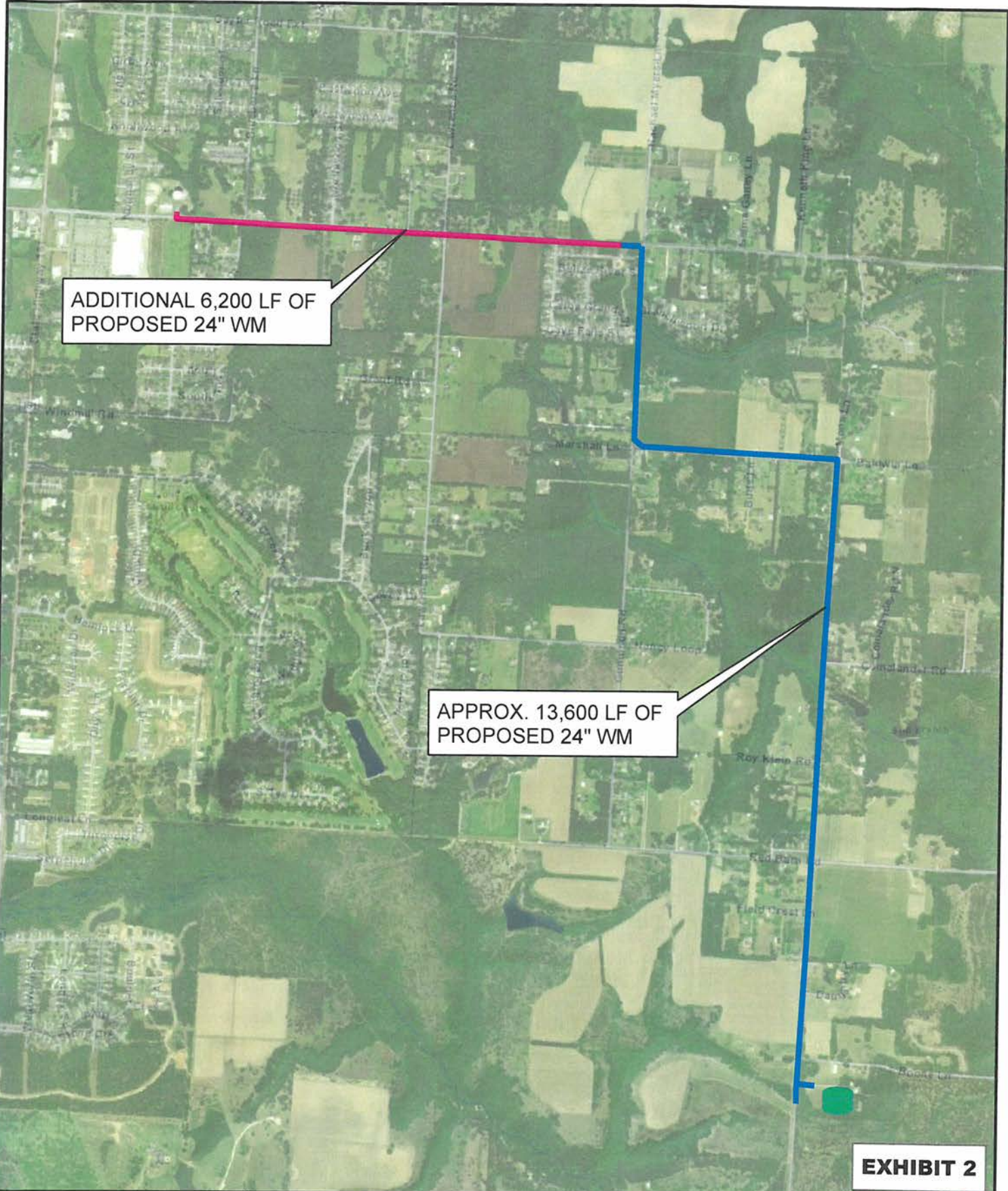
**PROPOSED WATER MAIN FROM CR 33 TANK
TO FAIRHOPE AVE**

Project No.:

November 2022



K:\MOB_GIS\City of Fairhope\water main\EX2.mxd - 11/1/2022 9:49:23 AM - Brock Jones



ADDITIONAL 6,200 LF OF PROPOSED 24" WM

APPROX. 13,600 LF OF PROPOSED 24" WM

EXHIBIT 2

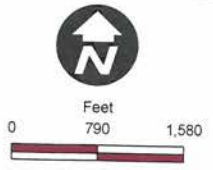
Kimley»Horn

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11 N. WATER ST, SUITE 9290
MOBILE, AL 36602
Phone: (251) 263-8323
www.kimley-horn.com CA 00000511

PROPOSED WATER MAIN FROM CR 33 TANK TO FAIRHOPE AVE

Project No.:

November 2022



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for Project No. STPOA-0220(252) Turn Lane Construction and Traffic Signal Upgrades on CR-30 (Gayfer Avenue) at SR-42 (US-98) (Rebid No. 009-22) for a project cost increase not-to-exceed \$45,555.72 to McElhenney Construction Company, LLC. The new contract total will be \$595,293.09.

ADOPTED ON THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/5/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Change Order #1 Project No. STPOA-0220(252) Turn Lane Construction and Traffic Signal Upgrades

Project Location: CR30 (Gayfer Avenue) and US98

Presented to City Council: 1/9/2023

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
 Approved _____
 Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 45,555.72

Vendor: McElhenney Construction Company LLC

Project Engineer: n/a

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

JAN 5 2023 45557 JW

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 _____
 Capitalized XXX
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital _____
 Unfunded XXX

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

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

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

Over (Under) budget amount: \$ 45,555.72

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

Capital Lease: _____ Payment _____ Term _____

Total contract cost \$595,293.09
 ESMPO/ALDOT has agreed to pay 80% of the overrun cost.

City Council Prior Approval/Date? _____

<p>Senior Accountant</p> <p>Purchasing Memo Date: <u>1/5/2023</u></p> <p>Request Approved Date: <u>1/5/2023</u></p> <p>Signatures: <u><i>Aislinh Stone</i></u> Aislinh Stone</p>	<p>City Treasurer</p> <p>Purchasing Memo Date: <u>1/5/2023</u></p> <p>Request Approved Date: <u>1/5/2023</u></p> <p>Signatures: <u><i>Kim Creech</i></u> Kim Creech</p>	<p>Mayor</p> <p>Delivered To Date: <u>1/5/2023</u></p> <p>Approved Date: <u>1/5/2023</u></p> <p>Signatures: <u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan</p>
--	---	---



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: January 5, 2023

Re: Requesting Green Sheet and Approval by City Council for Change Order #1 to Existing Contract with McElhenney Construction Company, LLC for Project No. STPOA-0220(252) – Turn Lane Construction and Traffic Signal Upgrades on CR-30 (Gayfer Ave.) at SR-42 (US-98)

The Director of Public Works, Richard Johnson, has requested to approve a change order to the existing contract with McElhenney Construction Company, LLC for Project No. STPOA-0220(252) – Turn Lane Construction and Traffic Signal Upgrades on CR-30 (Gayfer Ave.) at SR-42 (US-98) (Rebid No. 009-22).

The existing pavement along some area of Gayfer Road is in poor condition and failing. The project engineer has recommended removing the existing asphalt and replacing with binder in lieu of resurfacing. The General Contractor has agreed to perform the additional work for the cost of material only.

The cost of the change order will be Forty-Five Thousand Five Hundred Fifty-Five Dollars and Seventy-Two Cents (\$45,555.72). This will increase the total cost from \$549,737.37 to Five Hundred Ninety-Five Thousand Two Hundred Ninety-Three Dollars and Nine Cents (\$595,293.09).

ESMPO/ALDOT has agreed to pay eighty percent (80%) of the overrun cost with City approval. The City will pay the additional twenty percent (20%).

Please prepare a Green Sheet and place on the next City Council Agenda this request to approve Change Order #1 for Project No. STPOA-0220(252) – Turn Lane Construction and Traffic Signal Upgrades on CR-30 (Gayfer Ave.) at SR-42 (US-98) for the cost of \$45,555.72, with the total project cost of \$595,293.09.

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

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

Enclosure

Cc: Richard Johnson, Clint Steadham

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Amanda J. Thompson, P.E. - GMC

CONTRACTOR: McElhenney Construction Company, LLC

PROJECT: Project No. STPOA-0220(252) – Turn Lane Const. & Traffic
Signal Upgrades on CR-30 (Gayfer Ave) at SR-42 (US-98)

CHANGE ORDER REQUEST NO. #1 (No. One) DATE: January 5, 2023

1. DESCRIPTION OF CHANGE:

Excessive cracking on the existing asphalt at the west & east portions Gayfer Ave. Engineer recommends removing the existing asphalt at these locations and replace with binder in lieu of resurfacing. MCC (General Contractor) is willing to perform additional work for just cost of material. (Found Conditions)

2. CHANGE ORDER COSTS: \$45,555.72

Proposal Attached See Quantities Below 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. Asphalt Item 424B-662 (See attached Contractor's Quote)	193	\$236.04	Inc	Inc	\$45,555.72
b.					
c. *					
TOTAL:					\$45,555.72

*If more than 3 items, provide attachments.

3. INSTITUTED BY: Amanda J. Thompson, P.E. - GMC (Project Engineer), Richard D. Johnson, PE (Owner's Representative) and Contractor: McElhenney Construction Company, LLC.

4. JUSTIFICATION OF NEED: The existing pavement along some areas of Gayfer is in poor condition and failing. Please see the email and pictures below from our geotech team as well as the response email from the contractor on price. When the contractor tried sawcutting the existing pavement for the widening along Gayfer, cracks spread, and the EP would crumble. When the concrete truck was parked on the same pavement, it was pumping underneath the truck. Once the existing pavement was exposed, we saw that the thickness was very inconsistent, with just one inch in some areas. I met my inspectors on site to see the conditions and we had geotech go out there this morning to make their recommendations. Please let us know how to proceed because the contractor is able to start the milling and paving tomorrow. They will not charge for the additional milling, just for the additional binder installation (see email from Clay Pitman - MCC).

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: This C.O. represents a contract change of 8.3% - competitive bidding is not warranted or required by State Bid Law.

6. COSTS REVIEW: C.O. in the amount of \$45,555.72 represents a change in contract of 8.3% - cost for the additional work is considered an opportunistic value at an acceptable increase for the found conditions. Note: See attached email from Eastern Shore MPO concerning cost share of funding. With approval from ALDOT (expected post CO Approval) Federal Highway Funds will cover 80% of CO Cost - \$36,444.58 (Federal) and \$9,111.14 (City)

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: Calendar Days: 0 (No additional days requested in the C.O.)

RECOMMENDED:

BY: See attached from Engineer - GMC
Fairhope's Consulting Engineer

BY: N/A
Utility Representative

APPROVED:

BY: See attached from Contractor
Contractor

BY: N/A
OWNER's Legal Advisor

BY: 
OWNER's Authorized Representative

Richard Johnson

From: Amanda Thompson <amanda.thompson@gmcnetwork.com>
Sent: Tuesday, January 3, 2023 1:05 PM
To: Richard Johnson
Cc: John Thomas; Jim Pashayan
Subject: FW: Gayfer Ave - Fairhope
Attachments: 36F4E047.jpg; 42BAAD9C.jpg; B8E2F8ED.jpg; Re: Gayfer Ave - Fairhope

SENT FROM AN EXTERNAL ADDRESS

Richard,

The existing pavement along some areas of Gayfer is in poor condition and failing. Please see the email and pictures below from our geotech team as well as the response email from the contractor on price. When the contractor tried sawcutting the existing pavement for the widening along Gayfer, cracks spread, and the EP would crumble. When the concrete truck was parked on the same pavement, it was pumping underneath the truck. Once the existing pavement was exposed, we saw that the thickness was very inconsistent, with just one inch in some areas. I met my inspectors on site to see the conditions and we had geotech go out there this morning to make their recommendations. Please let us know how to proceed because the contractor is able to start the milling and paving tomorrow. They will not charge for the additional milling, just for the additional binder installation (see email from Clay Pitman).

Thanks,

Amanda J. Thompson, P.E.
Project Manager,
Civil Engineering

Office: 251.380.8749
Cell: 334.333.1993
E-mail: amanda.thompson@gmcnetwork.com

2039 Main Street
Daphne, AL 36526

[Building Communities](#)

GMC

From: Jimmy Pho
Sent: Tuesday, January 03, 2023 11:50 AM
To: Amanda Thompson <amanda.thompson@gmcnetwork.com>; Alecia Brightwell <alecia.brightwell@gmcnetwork.com>; cpitman@mcelhenneyconst.com
Cc: Jim Pashayan <jim.pashayan@gmcnetwork.com>; Michael McNeill <michael.mcneill@gmcnetwork.com>
Subject: Gayfer Ave - Fairhope

Amanda/Alecia

I made a site visit this morning to evaluate the excessive cracking on the existing asphalt at the west & east portions Gayfer Ave. We recommend removing the existing asphalt at these locations and replace with binder in lieu of resurfacing. It is my understanding MMC is willing to perform additional work for just cost of material.

Clay – Please verify above and correct if I’m mistaken. Also, please submit cost to Amanda for approve prior to execution of additional work.







Thanks!

Jimmy Pho

Project Manager, Geotechnical & Construction Services

Goodwyn | Mills | Cawood

C: 251-298-0467

E: Jimmy.Pho@gmcnetwork.com

1706 Government Street

Suite A

Mobile, Alabama 36604

Building Communities

GMC



January 3, 2023

RE: Turn Lane Construction at Gayfer Ave at US 98
Baldwin County
STPOA-0220(252)

Mr. Pashayan,

Regarding the above referenced project below is the change order price for the requested work to Mill & Pave:

1,101 SY of asphalt at 350 pounds per SY equals 193 Tons. This would be an overrun of 193 tons for Item 424B-662 at the unit price of \$236.04 for a total of \$45,555.72.

We waive the price to mill and if approved this work can begin tomorrow January 4, 2023.

Thanks,

A handwritten signature in blue ink that reads 'Robert McDonough'.

Robert McDonough
Project Manager

Richard Johnson

From: Sarah Hart Sislak <SHART@baldwincountyal.gov>
Sent: Wednesday, January 4, 2023 3:45 PM
To: Richard Johnson
Cc: John Thomas; Jim Pashayan; Goodman, Tommy; Amanda Thompson
Subject: Re: Gayfer Ave - Fairhope

So long as Tommy's office is good with the change order request and documentation, I will request to increase the funding through the Office Engineer; ESMPO will cover 80% of the \$45,555.27.

Thanks,

Sarah

Sent from my iPhone

On Jan 4, 2023, at 8:58 AM, Amanda Thompson <amanda.thompson@gmcnetwork.com> wrote:

Richard,

Please see attached letter from McElhenney with the overrun quantity and cost.

Thanks,

Amanda J. Thompson, P.E.
Project Manager,
Civil Engineering

Office: 251.380.8749
Cell: 334.333.1993
E-mail: amanda.thompson@gmcnetwork.com

2039 Main Street
Daphne, AL 36526

[Building Communities](#)

[<image001.png>](#)

From: Amanda Thompson
Sent: Tuesday, January 03, 2023 3:51 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: John Thomas <john.thomas@fairhopeal.gov>; Jim Pashayan <jim.pashayan@gmcnetwork.com>; 'Goodman, Tommy' <goodmant@dot.state.al.us>; Sarah C. Hart <shart@baldwincountyal.gov>
Subject: RE: Gayfer Ave - Fairhope

Richard,

Charod with ALDOT said that the City needs to send ALDOT a formal letter including the sentence from Charod below, the quantity and amount of the overrun, and that it is including milling. I will send you the quantity and price.

From Charod:

Okay, and the verbiage is as follows:

This has to be submitted with every respective request (change order/SA/FA/Substantial overrun):

“Sponsor” (whatever municipality it is) understands all additional costs resulting from overruns and/or extra work will be handled in accordance with the finding agreement.”

Let me know if you have any questions.

Thanks,

Amanda J. Thompson, P.E.
Project Manager,
Civil Engineering

Office: 251.380.8749
Cell: 334.333.1993
E-mail: amanda.thompson@gmcnetwork.com

2039 Main Street
Daphne, AL 36526

[Building Communities](#)

[<image001.png>](#)

From: Richard Johnson [<mailto:richard.johnson@fairhopeal.gov>]
Sent: Tuesday, January 03, 2023 1:59 PM
To: Amanda Thompson <amanda.thompson@gmcnetwork.com>
Cc: John Thomas <john.thomas@fairhopeal.gov>; Jim Pashayan <jim.pashayan@gmcnetwork.com>; 'Goodman, Tommy' <goodmant@dot.state.al.us>; Sarah C. Hart <shart@baldwincountyal.gov>
Subject: RE: Gayfer Ave - Fairhope

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Amanda:

I left you a voice mail. We need to run this through ALDOT and the MPO – I am pretty sure we need to cost this via the quantity price within the bid – if you will talk to Tommy, I will reach out to Sarah at the MPO – we think it is around \$40K.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director
richard.johnson@fairhopeal.gov
Office: 251-929-0360
Cell: 251-423-7418

From: Amanda Thompson <amanda.thompson@gmcnetwork.com>
Sent: Tuesday, January 3, 2023 1:05 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: John Thomas <john.thomas@fairhopeal.gov>; Jim Pashayan <jim.pashayan@gmcnetwork.com>
Subject: FW: Gayfer Ave - Fairhope

SENT FROM AN EXTERNAL ADDRESS

Richard,

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Thanks,

Amanda J. Thompson, P.E.
Project Manager,
Civil Engineering

Office: 251.380.8749
Cell: 334.333.1993
E-mail: amanda.thompson@gmcnetwork.com

2039 Main Street
Daphne, AL 36526

[Building Communities](#)

<[image001.png](#)>

From: Jimmy Pho
Sent: Tuesday, January 03, 2023 11:50 AM
To: Amanda Thompson <amanda.thompson@gmcnetwork.com>; Alecia Brightwell <alecia.brightwell@gmcnetwork.com>; cpitman@mcelhenneyconst.com
Cc: Jim Pashayan <jim.pashayan@gmcnetwork.com>; Michael McNeill <michael.mcneill@gmcnetwork.com>
Subject: Gayfer Ave - Fairhope

Amanda/Alecia

I made a site visit this morning to evaluate the excessive cracking on the existing asphalt at the west & east portions Gayfer Ave. We recommend removing the existing asphalt at these locations and replace with binder in lieu of resurfacing. It is my understanding MMC is willing to perform additional work for just cost of material.

Clay – Please verify above and correct if I’m mistaken. Also, please submit cost to Amanda for approve prior to execution of additional work.

<image003.jpg>

<image004.jpg>

<image005.jpg>

<image006.jpg>

<image007.jpg>

Thanks!

Jimmy Pho

Project Manager, Geotechnical & Construction Services

Goodwyn I Mills I Cawood

C: 251-298-0467

E: Jimmy.Pho@gmcnetwork.com

1706 Government Street

Suite A

Mobile, Alabama 36604

Building Communities

<[image008.png](#)>

<mime-attachment>

<MCC_ChangeOrder_1.3.23.pdf>

Sherry Sullivan
Mayor



Richard D. Johnson, PE
Public Works Director

January 10, 2022

Mr. Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer - Mobile
Alabama Department of Transportation – SW Region
1701 I-65 West Service Road, North
Mobile, Alabama 36618-1109

**REF: Project No. STPOA-0220(252) – Turn Lane Construction & Traffic Signal Upgrades
on CR-30 (Gayfer Ave) at SR-42 (US-98) – Change Order No. 1 Recommendation
Reference Number: 100070857, 100070858**

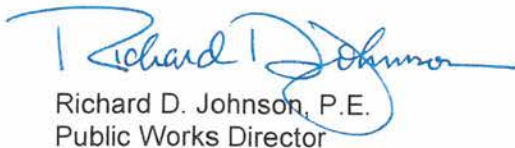
Dear Mr. Goodman:

This letter is requesting the review and approval of the enclosed Change Order (CO) Number One (1) for the above referenced project. Attached you will find all documentation supporting the request and the justification for the material change in the project. This CO has been through the full City approval process.

The City of Fairhope (Sponsor) understands all additional costs resulting from overruns and/or extra work will be handled in accordance with the finding agreement. The City will seek additional Federal Funding through the Eastern Shore MPO to assist in the cost associated with this Change Order.

Should you have any questions or need any additional information regarding this project do not hesitate to contact me.

Sincerely,


Richard D. Johnson, P.E.
Public Works Director

CC: Mayor
ESMPO
Amanda Thompson, PE – GMC
City: Purchasing, Clerk & Treasurer
File

Fairhope Public Works Department
555 South Section St P.O. Drawer 429 Fairhope, Alabama 36533
Phone: (251) 928-8003 Fax: (251) 928-6776

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 23-012-2023-PWI-008) Roadway and Parking Improvements Project at Volanta Sports Park at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Roadway and Parking Improvements Project at Volanta Sports Park

[3] After evaluating the bids with the required specifications, McElhenney Construction Company is now awarded (Bid No. 23-012-2023-PWI-008) Roadway and Parking Improvements Project at Volanta Sports Park with a total bid proposal not-to-exceed \$457,459.71, over budget \$132,459.71. General Fund Reserve to be used for shortfall.

ADOPTED ON THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/28/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No.23-012-2023-PWI-008 Roadway and Parking Improvements Project

Project Location: Volanta Sports Park

Presented to City Council: 1/9/2023

Funding Request Sponsor: Richard Johnson, Public Works Director
Pat White, Recreation Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 457,459.71

Vendor: McElhenney Construction Company

Project Engineer: n/a

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

05025399-1-0726 JAW

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 XXX
Unfunded _____

Expense Code: 103-55930
G/L Acct Name: Volanta Park Baseball Project

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

Project Budgeted: \$ 325,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 132,459.71

General Fund Reserve to be used for shortfall.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/28/2022

Purchasing Memo Date: 12/28/2022

Delivered To Date: 12/28/2022

Request Approved Date: 12/28/2022

Request Approved Date: 12/28/2022

Approved Date: 12/28/2022

Signatures: Aislinn Stone

Kim Creech

Mayor Sherry Sullivan



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: December 28, 2022

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-012-2023-PWI-008 Roadway and Parking Improvements Project at Volanta Sports Park**

The Director of Public Works, Richard Johnson, and the Director of Parks and Recreation, Pat White, have requested to procure the construction project of Resurfacing, Restoration, and Rehabilitation (RRR), New Road Construction, striping, marking, base repair, minor drainage (Access road cross drain) and ADA parking improvements for the City of Fairhope Parks and Recreation's Volanta Sports Park, located at 803 N. Greeno Road, Fairhope, Alabama 36532.

A service bid was issued on November 22, 2022, posted to the City of Fairhope's website, and viewed by 140 of 371 vendors who select to receive e-notifications. Three (3) responsive bids were received at the bid opening on December 15, 2022 at 10:00 a.m.

Our recommendation is to award this bid to McElhenney Construction Company for the base bid amount of Four Hundred Fifty-Seven Thousand Four Hundred Fifty-Nine Dollars and Seventy-One Cents (\$457,459.71).

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-012-2023-PWI-008 Roadway and Parking Improvements Project at Volanta Sports Park for \$457,459.71.

Enclosure

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

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

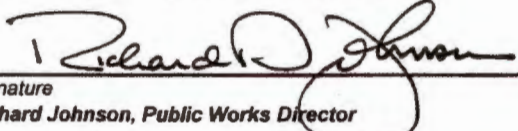
Cc: Richard Johnson, Pat White, Clint Steadham

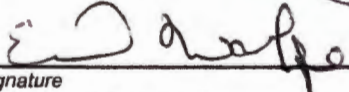
City of Fairhope Bid Tabulation
 Bid No. 23-012-2023-PWI-008 Roadway and Parking Improvements Project at Volanta Sports Park
 Opened December 15, 2022 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum 1 & 2 Acknowledged	Bid Bond (Y/N)	Vendor Compliance (Y/N)	Total Construction Cost
Asphalt Services, Inc. (ASI)	Y	Y/Y	Y	Y	\$474,434.20
John G. Walton Construction	Y	Y/Y	Y	Y	\$553,747.47
McElhenney Construction	Y	Y/Y	Y	Y	\$457,459.71

Recommendation:

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

 12/16/2022
 Signature
 Richard Johnson, Public Works Director

 12/20/2022
 Signature
 Erin Wolfe, Purchasing Manager



December 12, 2022

Addendum 1

Bid No. 23-012-2023-PWI-008

Roadway and Parking Improvements Project at Volanta Sports Park

Public Works Project No. 2023 PWI-008

Addendum 1 contains questions and answers submitted via email.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Thursday, December 15, 2022. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Questions Submitted:

1. For pay item "Modified Roadbed Processing – 10' Access Road Build (shall include additional aggregated base to grade and level roadway)", can the additional Aggregate Base be paid under the Aggregate Surfacing Pay Item you are adding to the proposal? There is no way for us to calculate the additional aggregate base we would need. We would have to guess and guess on the high side.
A. An Aggregate Surfacing pay item (430-B) has been added to the quantities response form attached to this addendum.
2. For pay item "Roadbed Processing – 20' Standard Road Build Up", are we to include all the build-up materials in this pay item or is this pay item to be like a standard ALDOT Roadbed Processing?
A. The Standard Build Up specifies 12" of A-2-4 and 6" of aggregate base – both of which are included in the pay items. Thus, treat like a standard ALDOT Roadbed Processing.


Clarifications and Notes:

1. The included Lieb Engineering drawing is for reference, layout and geometric controls for the new 20-foot standard roadway at the northeast quadrant of the park.
2. Recreational staff can remove any gatepost or other obstruction restricting access for paving equipment and/or asphalt delivery trucks.
3. A Pay Item has been added for: Base Failure Repair Type "B" - Root Intrusion - See Detail - Includes cut, excavation, aggregate fill and binder patch.
4. Assume a full buildup at the culvert crossing and it shall be considered a subsidiary obligation of the roadbed processing pay item.

5. No delineator striping called out for the new entrance/exit at Greeno Road (US HWY 98).
6. Note: Handicapped Parking Spaces are quantified by "EACH" – including striping, markings and signage.

Attached:

- REVISED Quantities Response Form
- Mandatory Pre-Bid Meeting Sign In Sheet



John R. Mc
mcc

OWNER: CITY OF FAIRHOPE
PROJECT #: 2023-PWI 008

Project Description: **ROADWAY AND PARKING IMPROVEMENTS AT VOLANTA SPORTS PARK**

Project Location: **803 N Greeno Rd, Fairhope, AL 36532**

ITEM DESCRIPTION	ALDOT	UNIT	EST QTY	UNIT PRICE	AMOUNT
Removing Asphalt Pavemnt	206-C	SQ YD	200	12.07	2,414.00
Unclassified Excavation	210-A	CU YD	1558	21.63	33,699.54
Borrow Excavation (Loose Truckbed Measurement)(A2 or Better)	210-D	CU YD	1130	20.89	23,605.70
Roadbed Processing - 20' Standard Road Build Up	230-A	RDBD STA	9.50	767.69	7,293.06
Modified Roadbed Processing - 10' Access Road Build Up (Shall include additional aggregate based to grade and level roadway)	230-A	RDBD STA	5.00	767.76	3,838.80
Milling/Planing Existing Asphalt (1" to 1.5" Deep) (Tie-Ins and root uplift)	408-A	SQ YD	200	13.71	2,742.00
Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	825-B	SQ YD	3000	29.89	89,670.00
Bituminous Treatment A	401-A	SQ YD	3635	1.16	4,216.60
Tack Coat	405-A	GAL	592	8.14	4,818.88
Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (With Calculated Overage)	424-A	TON	829	132.70	110,008.30
Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.50" (165#/SY) Compacted Thickness (With Calculated Overage)	424-A	TON	135	144.37	19,489.95
Asphalt Wearing - Bituminous Concrete Wearing Surface, 2.00" (220#/SY) Compacted Thickness (With Calculated Overage)	424-A	TON	311	144.38	44,902.18
Asphalt Leveling - Bituminous Concrete Leveling Surface - As required and directed by Public Works Director - Project-Wide	424-B	TON	150	144.37	21,655.50
Aggregate Surfacing (Type B)	430-B	TON	75	80.71	6,053.25
18 inch x 11 inch (18x11 RCAP) Roadway Pipe End Treatment, Class 1 (Concrete Sloped Headwall)	618-A	EACH	2	1,744.35	3,488.70
Manhole Cover Reset	622-a	EACH	3	1,395.48	4,186.44
18 inch x 11 inch (18x11 RCAP) Roadway Pipe (Class 1 R.C.)	530-B	LIN FT	24	127.11	3,050.64
Mobilization	600-A	LUMP SUM	1	44,491.71	44,491.71
Geometric Controls	680-A	LUMP SUM	1	18,024.54	18,024.54
Solid White, Class 1, Type A, Traffic Stripe, 5" Wide - Parking Space Delineation	701-A	LIN FT	3840	0.53	2,035.20
Traffic Control Markings, Class 1, Type A - Parking Chevron Areas	703-A	SQ FT	900	2.76	2,484.00
Traffic Control Markings, Blue, Class 1, Type A, Handicapped Parking - Standard HC Parking (Per Plan) - Includes striping, markings and signage	703	EACH	18	25.85	465.30
Traffic Control Markings, Blue, Class 1, Type A, Handicapped Parking - Van HC Parking (Per Plan) - Includes striping, markings (chevron unloading island) and signage	703	EACH	7	66.46	465.22
Base Failure Repair Type "B" - Root Intrusion - See Detail - Includes cut, excavation, aggregate fill and binder patch	N/A	SY	30	145.34	4,360.20
Estimated Costs					
Total Construction Cost:					457,459.71



CITY OF FAIRHOPE, ALABAMA
MANDATORY PRE-BID MEETING

Meeting Date: 12/09/2022 at 9:00 a.m.

Bid No. 23-012-2023-PWI-008 Roadway and Parking Improvements Project at Volanta Sports Park

Representative's Name	Company	Phone	Email
Erin Wolfe <i>EW</i>	City of Fairhope – Purchasing Dept.	251-279-6231	Erin.Wolfe@FairhopeAL.gov
Rhonda Cunningham <i>RC</i>	City of Fairhope – Purchasing Dept.	251-990-0118	Rhonda.Cunningham@FairhopeAL.gov
Richard Johnson <i>RJ</i>	City of Fairhope – Public Works Dept.	251-929-0360	Richard.johnson@fairhopeal.gov
George Ladd <i>GL</i>	City of Fairhope – Public Works Dept.	251-928-8003	George.ladd@fairhopeal.gov
Pat White <i>PW</i>	City of Fairhope – Parks & Recreation Dept.	251-278-5322	Pat.white@fairhopeal.gov
Shaun Stapleton	John G. Walton Const.	251-342-6256	shawn@johngwalton.com
Drew Winelham	McElhenney Const.	228-217-7761	drew@mcelhenneyconst.com
Taylor Renfrie	ASI	251-680-5881	Trenfrie@asi-gc.com



December 12, 2022

Addendum 2

Bid No. 23-012-2023-PWI-008

Roadway and Parking Improvements Project at Volanta Sports Park

Public Works Project No. 2023 PWI-008

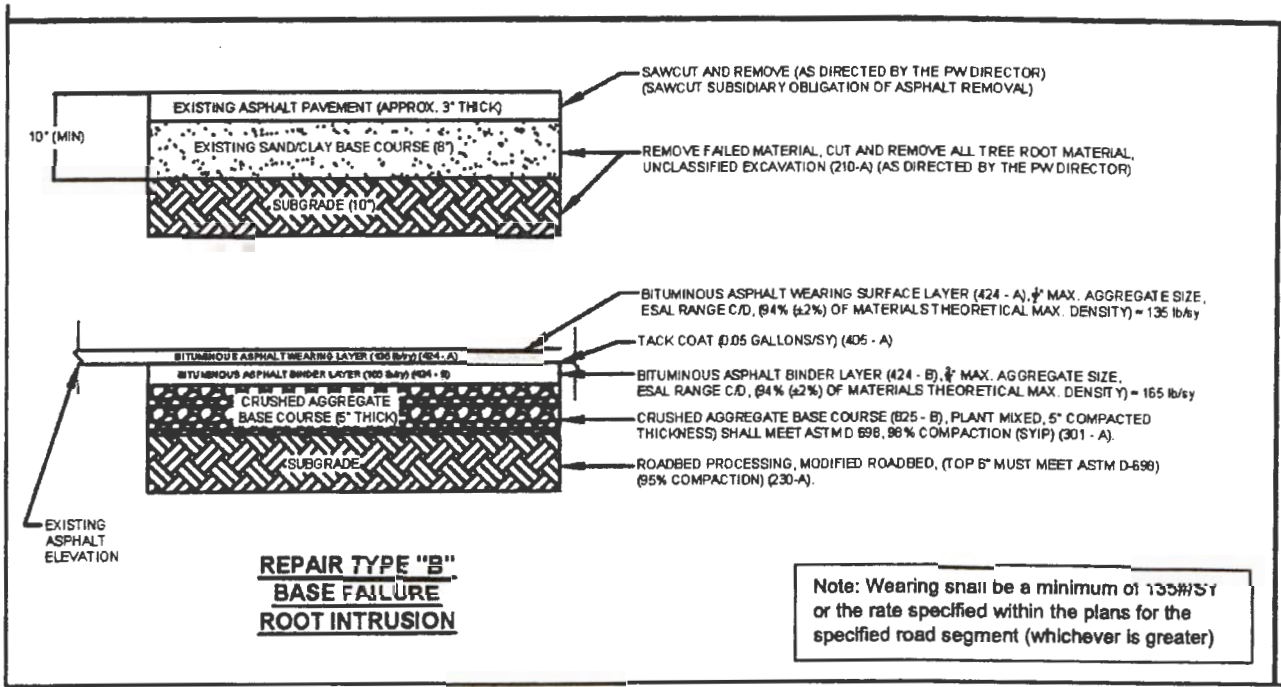
Addendum 2 contains Repair Detail.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Thursday, December 15, 2022. Vendors shall acknowledge this Addendum 2 on their submitted Bid Response Form.

Attached:

Repair Detail: Repair Type "B" – Base Failure – Root Intrusion

J. R. Moore
MCC





**INVITATION TO BID
NO. 23-012-2023-PWI-008
PROJECT NO. 2023 PW-008
ROADWAY AND PARKING IMPROVEMENTS
PROJECT
VOLANTA SPORTS PARK**

**CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR**

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Bid Set DrawingsAttachment



**CITY OF FAIRHOPE
INVITATION TO BID**

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Thursday, December 15, 2022, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

**Bid Number 23-012-2023-PWI-008
Roadway and Parking Improvements Project
At Volanta Sports Park
Public Works Project No. 2023 PWI-008**

The City of Fairhope is requesting responses from qualified contractors to provide all material, equipment, labor and incidentals to conduct Resurfacing, Restoration, and Rehabilitation (RRR), New Road Construction, striping, marking, base repair, minor drainage (Access road cross drain) and ADA parking improvements for the City of Fairhope Parks and Recreation's Volanta Sports Park, located at 803 N. Greeno Road, Fairhope, Alabama 36532.

Bid documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Monday, December 12, 2022, at 10:00 A.M. or will be forever waived.

There will be a **MANDATORY** pre-bid meeting on Friday, December 9, 2022, at 9:00 A.M. at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the **CONTRACT** Documents in this regard. The **CITY** also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be on blank bid forms provided in the Bid Documents. All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Bid" with **Item Name, Bid Number, City of Fairhope's Name and Address and CONTRACTOR's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The **City** reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the **CONTRACT**, whichever is in the best interest of the City of Fairhope.

No bids will be considered unless the **CONTRACTOR**, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for **General BIDDERS**, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the Awarded Vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. **CONTRACTOR** must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.FairhopeAL.gov.

**ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS**

1.00 BID INVITATION

Notice is hereby given that the **City of Fairhope** ("CITY") will receive bids on the project described herein. Qualified **BIDDERS** are invited to bid on this **CONTRACT**.

1.01 BID NO.: 23-012-2023-PWI-008
NAME: ROADWAY AND PARKING IMPROVEMENTS PROJECT
VOLANTA PARK
LOCATIONS: City of Fairhope
Volanta Park
803 North Greeno Road
Fairhope, AL 36532

1.02 SUMMARY

The City of Fairhope is requesting responses from qualified contractors to provide all material, equipment, labor and incidentals to conduct Resurfacing, Restoration, and Rehabilitation (RRR), New Road Construction, striping, marking, base repair, minor drainage (Access road cross drain) and ADA parking improvements for the City of Fairhope Parks and Recreation's Volanta Sports Park, located at 803 N. Greeno Road, Fairhope, Alabama 36532. The project shall include all work as listed in the Scope of Work.

1.03 BID DEADLINE

Bids will be received until **10:00 A.M. local time, Thursday, December 15, 2022**, at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained on the City's website at www.FairhopeAL.gov/departments/purchasing/bids or at the City Services and Public Utilities Building, 555 South Section Street., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, sent as **e-mail** to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Monday, December 12, 2022, at 10:00 A.M. or will be forever waived.

1.06 SITE EXAMINATION

There will be a **MANDATORY** pre-bid meeting on Friday, December 9, 2022, at 9:00 A.M. at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL. This mandatory pre-bid meeting will serve as an opportunity for potential bidders to engage project stakeholders, review plans and ask questions.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the **CONTRACT** Documents. **BIDDERS** must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Except for **CONTRACTS** funded in whole or in part by funds received from a federal agency, preference shall be given to resident **BIDDERS** on the same basis as the nonresident **BIDDERS** state awards **CONTRACT** to Alabama **BIDDERS** bidding under similar circumstances. Therefore, non-resident **BIDDERS** shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident **BIDDERS** state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 **BID SECURITY**

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

1.08 **PERFORMANCE ASSURANCE AND INSURANCE**

The **BIDDER** to whom award is made shall provide a Performance Bond equal to 100% of the **CONTRACT** Amount and a Labor and Material Bond equal to 50% of the **CONTRACT** amount.

The accepted **BIDDER** shall also provide insurance as required in ITEM V.

1.09 **DURATION OF OFFER**

Bids may be withdrawn in written or telegraphic request received from **BIDDER** prior to the time fixed for opening. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 **EQUAL OPPORTUNITY**

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the **CONTRACT** Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 **BID SUBMISSION AND PREPARATION**

Sealed Bids, signed, executed, and dated, will be received by the City of Fairhope as noted in section 1.03 above. Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. **The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside as a SEALED BID with the BID NAME, BID NUMBER, CITY'S NAME AND ADDRESS, CONTRACTOR'S NAME AND ADDRESS.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. **BIDDERS** must make their own estimates of the facilities and difficulties attending the performance of the proposed **CONTRACT**, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the **BIDDER**.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the **BIDDER** without the written authorization of the **CITY**. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the **CITY**.

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

Each project will be bid separately unless otherwise expressly requested in the **CONTRACT** document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the **CONTRACT** document expressly requests or permits same.

1.12 BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the CITY. The CITY may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the BIDDER unopened.

1.13 CONTRACT TIME

The BIDDER agrees to provide all material, equipment, labor and incidentals to conduct Resurfacing, Restoration, and Rehabilitation (RRR), New Road Construction, striping, marking, base repair, minor drainage (Access road cross drain) and ADA parking improvements for the City of Fairhope Parks and Recreation's Volanta Sports Park, located at 803 N. Greeno Road, Fairhope, Alabama 36532, in sixty (60) calendar days allowed for work, no exceptions for holidays, following a 15-day Notice to Proceed Period.

1.14 INQUIRIES/ADDENDA

All Addenda are part of the CONTRACT Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL and posted on the City's website: www.FairhopeAL.gov. It is the responsibility of the BIDDER to verify that all Addenda have been received.

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Monday, December 12, 2022, at 10:00 A.M. or will be forever waived.

1.16 BID ACCEPTANCE

Bid with lowest Total Bid amount from a responsive and responsible BIDDER may be accepted if within the CONTRACT Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the CITY shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.17 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a BIDDER is not thereby disqualified from quoting prices to other BIDDERS or from submitting a bid directly for the materials or work. The CITY reserves the right to determine in its discretion whether the provisions of this clause have been violated by any BIDDER.

1.18 ERRORS IN BIDS

BIDDERS or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the BIDDER'S own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 CONTRACT AND BOND

The BIDDER to whom award is made must, when requested, enter into written CONTRACT on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

1.21 COLLUSION

If there is any reason for believing that collusion exists among the BIDDERS any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the CITY.

1.22 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the CONTRACT, his right, title or interest therein, or his power to execute such

CONTRACT, to any person, firm or corporation without written consent of the **CITY**, and such written consent shall not be construed to relieve the **BIDDER** of any responsibility for the fulfillment of the CONTRACT. Unless otherwise stipulated in the proposal or special provisions, the **BIDDER** shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all CONTRACT work of a value not less than 50 percent of the total CONTRACT amount, except that any items designated in the CONTRACT as "Specialty Items" so performed by SUB-CONTRACT may be deducted from the total CONTRACT amount before computing the amount of work required to be performed by the **BIDDER** with his own organization.

SUB-CONTRACTOR'S Status:

A **SUB-CONTRACTOR** shall be recognized only in the capacity of an employee or agent of the **CONTRACTOR** and the **CONTRACTOR** will be responsible to the **CITY** for all of the **SUB-CONTRACTOR's** work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 **PROSECUTION OF WORK**

The **BIDDER** shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the **CITY**. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the CONTRACT.

Should the **BIDDERS** fail to maintain a satisfactory rate of progress, the **CITY** may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the **BIDDER** fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the **CITY** may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the CONTRACT may be annulled.

**ITEM II
SCOPE OF WORK**

**Bid No. 23-012-2023-PWI-008
Project No. 2023 PWI-008
Roadway and Parking Improvements Project
Volanta Sports Park**

SCOPE OF WORK

The City of Fairhope is requesting responses from qualified contractors to provide all material, equipment, labor and incidentals to conduct Resurfacing, Restoration and Rehabilitation (RRR), New Road Construction, striping, marking, base repair, minor drainage (access road cross drain) and ADA parking improvements for the City of Fairhope Parks and Recreation's Volanta Sports Park located at 803 N Greeno Rd, Fairhope, AL 36532. The project shall include all work as listed in the Scope of Work.

Materials and workmanship shall be per the enclosed plans and specifications. This is a quantities-based project and all quantities will be field verified prior to payment. Bidding Contractors shall field verify all conditions prior to submittal.

Key work tasks include, but is not limited to:

1. Resurfacing of the existing Sarge Turner Loop Road off of Volanta Avenue
2. Resurfacing, restriping and markings for the youth baseball parking area – 77 parking spaces
3. Construction of new angled parking (15 spaces) adjacent to Sarge Turner Loop Road just west of the municipal stadium home-side grandstands
4. Resurfacing of the baseball 9-foot service roadway in the northwest quadrant of the Sports Park – this will include minor milling and leveling
5. Widening and resurfacing the north Stadium access road that services the fieldhouse, concession and handicapped parking at the north end of the municipal stadium.
6. Reconfiguring, resurfacing, striping and marking the Handicap Parking and thru-road at the north end of the municipal stadium – this will include clipping and grading of existing aggregate prior to paving
7. Construction of a new south to north, 10-foot service road on the east side of the municipal stadium and installation of RCAP cross drain with sloped paved headwalls – this will include clipping, addition to and grading of existing aggregate prior to paving
8. Construction of a new east-west, 20-foot standard roadway (1950 linear feet) from Greeno Road entrance to the north end of the municipal stadium – the geometric layout will be per the enclosed Lieb Engineering Plans – the build up and paving will be per the City's specifications.

CRITICAL TIMELINES:

- 15-day Notice to Proceed Period
- 60 Calendar Days allowed for work (no exceptions for holidays)

GENERAL NOTES:

1. Contractor will be required to be Licensed, Bonded, and Insured. Documents will be required at time of bid/quote acceptance and issuance of purchase order and/or contract.
2. Work must be completed sixty (60) calendar days from the end of "Notice to Proceed" period.
3. Enclosed scope of work, descriptions, quantities, etc. are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all quantities.
4. Only three pay requests will be accepted and processed:
 - a. 30-Day Pay Request.
 - b. 60-Day Pay Request - Substantial Completion of work.
 - c. Project Closeout – Release of Retainage.
5. Job quoted are subject to the GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS as attached.
6. Questions, inquiries and requests for clarification should be directed to Richard D. Johnson, PE; Director of Public Works: Phone - (251) 928-8003; or by Email: richard.johnson@fairhopeal.gov
7. Bids/Quotes must be received by 10:00 AM - Thursday, December 15, 2022, at the Purchasing Department; 555 South Section Street; Fairhope, AL 36532

GENERAL CONDITIONS, SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS

1. **SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:** The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operations.

2. **DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:** It is the intent of the Public Works Director to construct the within described improvements in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, most current edition. Said specifications shall be hereafter referred to as the Highway Department Specifications.

All provisions enumerated in the Highway Department Specifications shall be complied with, except as otherwise revised herein. Where certain modifications in said specifications appear in these specifications, only the modifications apply; otherwise, the standard specifications apply.

In said specifications where the words State of Alabama, Governor, State Highway Department, Director, etc., appear, substitute the Owner. Where the word Engineer appears, it shall mean Public Works Director. Where the words Testing Laboratory and/or Laboratory appear, it shall mean the particular Testing Laboratory retained by the Owner for this work.

3. **DEPARTMENT OF TRANSPORTATION DRAWINGS:** Where State of Alabama Department of Transportation Alabama Standard Drawings are applicable for the work required, they shall be considered as part of the plans, and copies of required drawings will be afforded the Contractor for construction purposes.
4. **LIEB ENGINEERING DRAWINGS:** Construction of a new east-west, 20-foot standard roadway (1950 linear feet) from Greeno Road entrance to the north end of the municipal stadium – the geometric layout will be per the enclosed Lieb Engineering Plans – the buildup and paving will be per the City's specifications. The Lieb Engineering Plans are to be used for geometric controls and the specific layout of the standard roadway. Due to the omission of adjacent parking and site drainage – final grading, prior to paving shall be approved by the Public Work Director to insure positive sheet flow drainage. Electronic versions of the Lieb Engineering Plans will be made available to the to the selected contractor.
5. **PROJECT SITE:** The Contractor shall keep the project site clean at all times. No loose dirt or stockpiles shall be left in areas other than those areas approved by the Public Works Director. The Public Works Director may require the Contractor to clean up any portion of the Project as he deems necessary.
6. **MATERIALS:** The Contractor agrees to comply with, and to require the compliance of all subcontractors with the provisions of Act #876 of the Legislature of Alabama, adopted on September 8, 1961, requiring purchase of materials and supplies and products for the project which are manufactured, mined, processed, or otherwise produced in the United States or its territories if the same are available at reasonable prices; and the Contractor further agrees and stipulates to pay to the Owner a sum to be determined and fixed by the Owner in an amount not less than five hundred (\$500.00) dollars nor more than twenty (20%) percent of the gross amount of the Contract in the event he or any subcontractor breach this agreement to use domestic products.
7. **EDGE OF PAVEMENT/SHOULDER PREPARATION:** This work shall include furnishing all labor, equipment, materials and all incidentals necessary to prepare the existing edge of pavement and shoulder to accept the wearing asphalt overlay. This work shall include adequate clipping and blading of the shoulder, patching of edge deformities and breakouts, and other work necessary to insure adequate structure is provided to support the new wearing asphalt surface. All prep work shall be a subsidiary obligation of the wearing asphalt unit price. Shoulder dressing and stabilization post paving will not be part of the work to be performed.
8. **PAVING OF EXISTING AGGREGATE ROADBEDS:** There are several locations to receive a bituminous asphalt concrete wearing surface that exists aggregate base material in place. It is the intent of the design to incorporate this in situ material and avoid any undercut, sub-base or base buildup. I.e. – grade, clip and/or add aggregate, compact and place a paved overlay. The cost of this roadbed preparation, processing and compaction shall be considered a subsidiary obligation of the unit prices for the Modified Roadbed Processing for the 10-foot access road and the paving for the north end of the municipal stadium. No separate pay item shall be considered.

9. **PUBLIC CONVENIENCE:** No attempt is made to restrict work hours of the Contractor's operations, but he is reminded that it will be necessary to arrange his work schedule to provide the least inconvenience to the public and individual residents. The Contractor shall take extra precaution to insure that traffic is protected by the use of, but not limited to, flashing signs and barrels. No direct payment will be made for any of the work described in this section.
10. **EROSION CONTROL:** Immediately prior to any clearing and grubbing or any excavation which could disturb the soils, the Contractor shall install the erosion control items in locations as required by the nature of the work performed.

The Contractor will be responsible for identifying and installing erosion control in areas where erosion may be encountered during construction of the project. The Contractor shall take all necessary precautions to insure that the construction of the project and the erosion/sediment from the project are adequately controlled and do not damage streams or adjacent property.

The erosion control items installed shall be maintained by the Contractor throughout the course of the project. The City of Daphne's Environmental Programs Manager shall be the final authority for corrective action, remediation, requirement of additional BMP's and all other directives required for erosion/sediment control.

11. **UNDERGROUND UTILITIES AND SERVICES:** Existing utilities, mailboxes, signs and minor obstructions are not shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall "lump sum" price for the project (no separate payment).

The Contractor is solely responsible for the locating all existing Utilities and Services. Failure of the Contractor to locate any utility does not justify additional payment to the Contractor if said utility is damaged. The Contractor must notify the utility companies involved prior to starting construction and shall make every effort not to damage any utilities. If utilities are damaged by the Contractor, the Contractor must pay all expenses incurred in the repair at no cost to the Owner or his representatives.

12. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
13. **PROTECTION OF LIVES AND HEALTH:** "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."
14. **PUBLIC WORKS DIRECTOR'S AUTHORITY:** The Public Works Director shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Public Works Director shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Public Works Director's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Public Works Director's shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Public Works Director shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Public Works Director.

15. **LAYOUT AND FIELD CONDITIONS:** The enclosed plans are to serve as a near exact reference for geometric layout as well as determination of quantities. However, key elements of constructed shall require "design build" and be controlled by "existing conditions" and the need for all components to seamlessly integrate. The selected Contractor shall closely coordinate and work with the City Staff on all project components. No permanent work shall be executed by the Contractor without first a review and approval of the proposed "field layout and design" by the Public Works Director or his designee.
16. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor expressly undertakes at his own expense:
- a. to take every precaution against injuries to persons or damage to property;
 - b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
 - c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
 - d. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
 - e. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Public Works Director, not to cut or otherwise alter the work of any other Contractor.
17. **INSURANCE:** The Contractor shall not commence work under this contract until he has obtained all the insurance required by the City of Fairhope (see contract documents) and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.
18. **MATERIALS, SERVICES AND FACILITIES:**
- a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
 - b. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.
19. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
20. **INSPECTION AND TESTING OF MATERIALS:**
- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
 - b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specification and suitability for uses intended.
21. **CONTRACT TIME:** Contract time for ROADWAY AND PARKING IMPROVEMENTS PROJECT VOLANTA SPORTS PARK City of Fairhope Public Works Project No. 2023-PW-008 shall be *sixty (60) calendar days*. Contract time shall start ten (15) days following the Official Notice to Proceed to Proceed.
22. **LIQUIDATED DAMAGES (LD's):** Liquidated Damages (LD's) shall apply. LD's shall be calculated at a fixed rate of \$250.00 per calendar day beyond the designated contract time.

**ITEM III
BID RESPONSE FORM**

Date: 12/15/22

Bid No: 23-012-2023-PWI-008

Bids Due: Thursday, December 15, 2022, 10:00 A.M.

ITEM DESCRIPTION	ALDOT	UNIT	EST QTY	UNIT PRICE	AMOUNT
Removing Asphalt Pavement	206-C	SQ YD	200		
Unclassified Excavation	210-A	CU YD	1558		
Borrow Excavation (Loose Truckbed Measurement) (A2 or Better)	210-D	CU YD	1130		
Roadbed Processing - 20' Standard Road Build Up	230-A	RDBD STA	9.50		
Modified Roadbed Processing - 10' Access Road Build Up (Shall include additional aggregate based to grade and level roadway)	230-A	RDBD STA	5.00		
Milling/Planing Existing Asphalt (1" to 1.5" Deep) (Tie-ins and root uplift)	408-A	SQ YD	200		
Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	825-B	SQ YD	3000		
Bituminous Treatment A	401-A	SQ YD	3635		
Tack Coat	405-A	GAL	592		
Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (With Calculated Overage)	424-A	TON	829		
Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.50" (165#/SY) Compacted Thickness (With Calculated Overage)	424-A	TON	135		
Asphalt Wearing - Bituminous Concrete Wearing Surface, 2.00" (220#/SY) Compacted Thickness (With Calculated Overage)	424-A	TON	311		
Asphalt Leveling - Bituminous Concrete Leveling Surface - As required and directed by Public Works Director - Project-Wide	424-B	TON	150		
18 inch x 11 inch (18x11 RCAP) Roadway Pipe End Treatment, Class 1 (Concrete Sloped Headwall)	619-A	EACH	2		
Manhole Cover Reset	622-a	EACH	3		
18 inch x 11 inch (18x11 RCAP) Roadway Pipe (Class 1 R.C.)	530-B	LIN FT	24		
Mobilization	600-A	LUMP SUM	1		
Geometric Controls	680-A	LUMP SUM	1		

Solid White, Class 1, Type A, Traffic Stripe, 5" Wide - Parking Space Delineation	701-A	LIN FT	3840		
Traffic Control Markings, Class 1, Type A - Parking Chevron Areas	703-A	SQ FT	900		
Traffic Control Markings, Blue, Class 1, Type A, Handicapped Parking - Standard HC Parking (Per Plan) - Includes striping, markings and signage	703	EACH	18		
Traffic Control Markings, Blue, Class 1, Type A, Handicapped Parking - Van HC Parking (Per Plan) - Includes striping, markings (chevron unloading island) and signage	703	EACH	7		
Estimated Costs					
Total Construction Cost:					

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1</u>	<u>12/12/22</u>	_____	_____
<u>2</u>	<u>12/12/22</u>	_____	_____

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

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any CONTRACT or collusion among BIDDERS or prospective BIDDERS in restraint of freedom of competition, by CONTRACT to bid at a fixed price or to refrain from bidding or otherwise. Witness our hands and seals this 15 day of December, 2022.

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and CONTRACTs for the firm Print)

(Name of Partner Print)

Address _____

Phone Number () _____ Fax Number () _____

E-mail address _____ Alabama Contractor's License No. _____

Foreign Entity ID (if outside of Alabama) _____

If Corporation or LLC

Company McElhenney Construction LLC

State of Incorporation Alabama

Company Representative Josh McElhenney
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative [Signature]
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address PO Box 1409
Theodore, AL 36550

Phone Number (251) 973-0030 Fax Number () _____

E-mail address jmccl@mcclhenneyconst.com AL Contractor's License No. 49555

Foreign Vendor Id _____

BID PROPOSAL NOTARIZATION:

STATE OF Alabama)

COUNTY OF Mobile)

I, the undersigned authority in and for said State and County, hereby certify that Josh McElhenney
as president respectively, of McElhenney Construction Co. LLC, whose name is signed to
the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents
of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 15th day of December, 2022.

NOTARY PUBLIC [Signature]
MY COMMISSION EXPIRES 01/17/2024

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 23-012-2023-PWI-008
Project No. 2023 PWI-008
Roadway and Parking Improvements Project
Volanta Sports Park

Business Organization

Name of CONTRACTOR (exactly as it appears on W-9):

McElhenny Construction Company LLC
Doing-Business-As Name of CONTRACTOR:

3835 Gordon John Drive
Principal Office Address:
Mobile AL 36693

LOCAL Telephone Number: 251-973-0050 Toll-Free _____

LOCAL Fax Number: _____

Email address: jmeek@mcclhennyconst.com

Website: www.mcelhennyconst.com

Form of Business Entity [check one (X)]

Corporation
Partnership _____
Individual _____
Joint Venture _____
Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: July 2013

Location of incorporation: Theodore, AL

The corporation is held: Publicly _____
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General
Limited

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV CONTRACT recorded? Yes _____ No

Contact: Josh Meek Email: jmeek@mcclhennyconst.com

Phone: 251-402-2869 Fax: _____

END OF CONTRACTOR INFORMATION SECTION



**ITEM V
INSURANCE**

3.0 INSURANCE REQUIREMENTS

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

3.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

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

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

Part One: Statutory Benefits as required by the State of Alabama	
Part Two: Employers Liability	\$100,000 Each Accident
	\$100,000 Each Employee
	\$500,000 Policy Limit

3.04 **U.S. Longshoreman & Harbor workers Act (USL&H)-**

Required if **CONTRACT** involves work near a navigable Waterway that may be subject to the USL&H law.

3.05 **Maritime Endorsement (Jones Act)-**

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

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

3.06 **Commercial General Liability**

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

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

Coverage to include:

- Premises and operations
- Personal Injury and Advertising Injury
- Products/Completed Operations
- Independent BIDDERS
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

3.07 Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

3.08 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 ten (10) days written notice of cancellation to the CITY

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the CITY, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said CITY, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said CITY to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said CITY to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said CITY which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the CITY at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the CITY of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the CITY.

END OF INSURANCE REQUIREMENTS

ITEM VI



City of Fairhope
CONTRACT

This CONTRACT is made this _____ day of _____, 202__, by and between the City of Fairhope (hereinafter referred to as the "OWNER") and _____ (hereinafter referred to as the "CONTRACTOR"), for

Bid Number/Name

The OWNER and the CONTRACTOR agree as set forth below:

1. The CONTRACT consists of all the items contained within this CONTRACT, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.
2. The CONTRACTOR shall perform all the WORK described herein.
3. The WORK to be performed under this CONTRACT shall be commenced upon execution of this CONTRACT within number (DAYS) days of the date specified in the Notice to Proceed (NTP) to be issued to the CONTRACTOR by the OWNER, or its authorized representative. The work shall be completed, subject to authorized adjustments, within (DAYS) consecutive calendar days from and after the commencement date stipulated in said Notice to Proceed. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of (DOLLARS) per working day.
4. The OWNER shall pay the CONTRACTOR in current funds for the performance of the WORK, the CONTRACT SUM of _____ DOLLARS (\$ _____). This represents a LUMP SUM payment for performance of the WORK, which payment shall be issued after the Contract is fully performed and the OWNER has inspected the WORK.
5. **General Conditions**
 - a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.
 - b. **Notification and Accident Reports:** In the event of accidents of any kind, the CONTRACTOR shall notify the OWNER immediately and furnish, without delay, copies of all such accident reports to the OWNER. If in the performance of their Work, the CONTRACTOR fails to immediately report an accident to the OWNER, of which the CONTRACTOR has knowledge of and which results in a fine

levied against the OWNER then the CONTRACTOR shall be responsible for all fines levied against the OWNER.

6. Termination of Agreement

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. **Termination for Convenience:** The OWNER has the absolute right to terminate the Agreement upon "Award of Contract" another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

7. Warranty

- a. The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to the professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects, or errors. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work, the CONTRACTOR shall at the OWNER's option, either re-perform such portions of the Work to correct such fault, defect, or error, at no additional cost to the OWNER, or refund to the OWNER the charge paid by the OWNER, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance or Work provided by other CONTRACTORS. All equipment and materials provided by the CONTRACTOR shall be merchantable and for the purpose intended and meet all industry quality standards.

8. Time of Completion

The OWNER and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or OWNER, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the OWNER or CONTRACTOR'S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the OWNER'S or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day

of the start of Work, shall extend the time of the OWNER'S or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the OWNER may, at their discretion, cancel this CONTRACT for their own convenience.

9. Insurance Requirements

See ATTACHMENT B

10. Acceptance of Work

The OWNER will be deemed to have accepted the Work after the OWNER agrees the Work is completed. In the event Work furnished under the CONTRACT is found to be defective or does not conform to the intent of the CONTRACT, the CONTRACTOR shall, within ten (10) days from receipt of notice from the OWNER, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the OWNER'S right to cancel the CONTRACT immediately, upon written notice to the CONTRACTOR.

11. Correction of Work

The CONTRACTOR shall promptly correct all Work rejected by the OWNER as faulty, defective or failing to conform to the CONTRACT, whether observed before or after completion of the Work. The CONTRACTOR shall bear all costs of correcting such rejected Work.

12. Right to Audit

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

13. CONTRACT Rights and Remedies

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

14. Time Is of the Essence

The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this CONTRACT. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

15. Safety Measures

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

16. Extra Work and Associated Costs

- a. **Changes in the Work:** The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

17. Familiarity with the Work

The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The OWNER will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the CONTRACT by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

18. Scope of Work

See ATTACHMENT B

19. Contractor Liability

Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, servants, employees, and subcontractors.

20. Miscellaneous Provisions

- a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.
- b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.
- c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.
- d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.
- e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.
- f. This CONTRACT is considered a non-exclusive Agreement between the parties.
- g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

IF INDIVIDUAL OR PARTNERSHIP

Individual or Partnership

Print Name of Partner

Print Name of Representative Authorized to Sign
Contracts for the firm

Print Name of Partner

Signature of Representative Authorized to Sign
Contracts for the firm

Print Name of Partner

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

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

IF CORPORATION OR LLC

Company

State of Incorporation

Company Representative

Print Name of Representative Authorized to Sign
Contracts for the firm

Signature of Representative Authorized to Sign
Contracts for the firm

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

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

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____ }

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

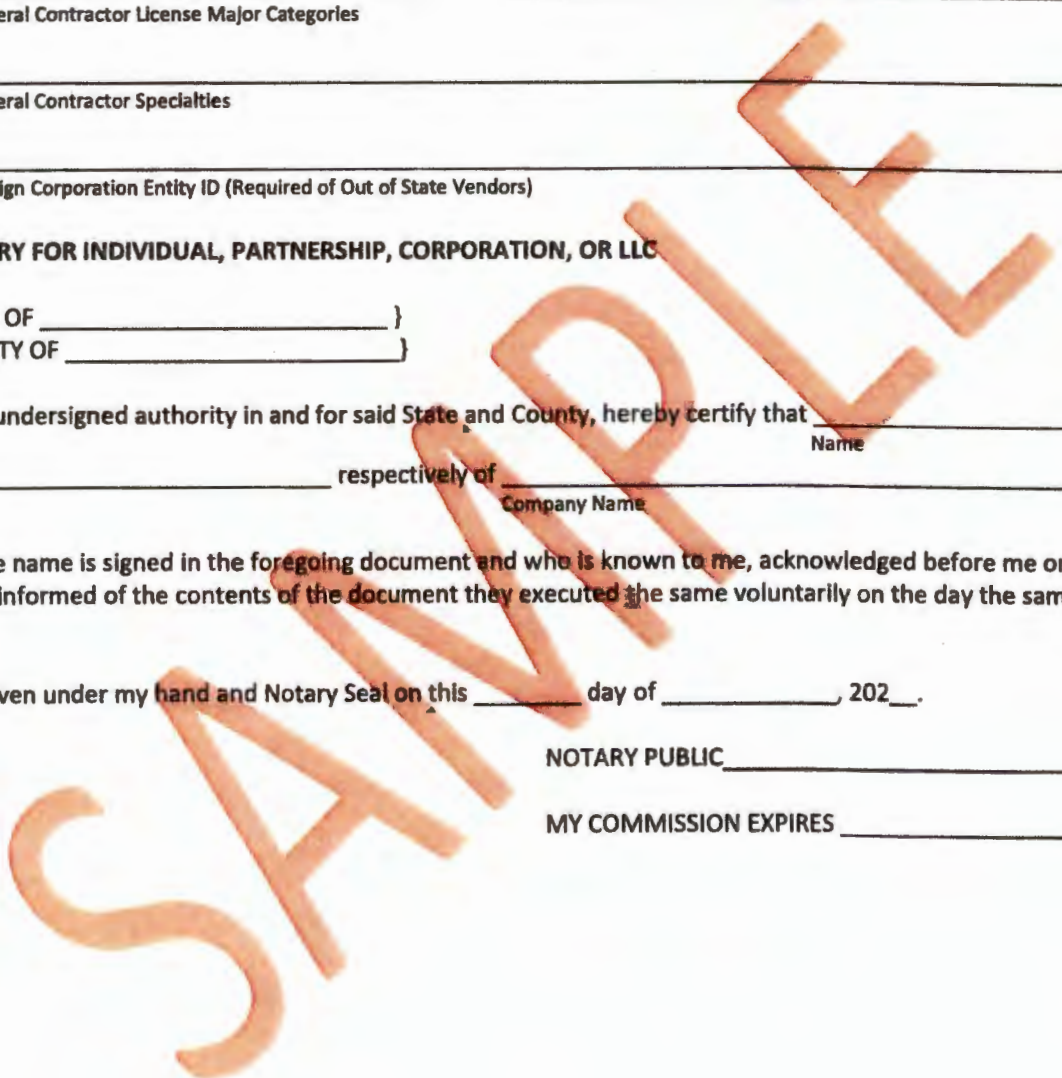
_____ respectively of _____
Title Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 202__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____





ITEM VII

CITY OF FAIRHOPE

STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

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

2. ACCEPTANCE OF WORK

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

3. ADDENDA

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

4. ADDITIONAL ORDERS

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

5. APPLICABLE LAW

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

6. ASSIGNMENT

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

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

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

8. AWARD CONSIDERATION

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

9. AWARD OR REJECTION OF BIDS

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

10. BACK ORDERS

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

11. BID AND PERFORMANCE SECURITY

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

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

13. BUSINESS LICENSE

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

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

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

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

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

The Foreign Corporation form is online at
<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. COST OF REMEDYING DEFECTS

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

17. DELIVERY OF BID

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

18. DELIVERY

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

19. ENVIRONMENTAL REQUIREMENTS

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

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

20. EQUIPMENT DEMONSTRATION

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

21. EQUIPMENT ELECTRICAL CERTIFICATION

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

22. ERRORS IN BID

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

23. FORCE MAJEURE

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

24. HAZARDOUS AND TOXIC SUBSTANCES

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

25. INDEMNITY

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

26. INSPECTION

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

27. INSPECTION OF PREMISES

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

28. INSURANCE

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

29. INVITATION TO BID

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

30. INVOICING, DELIVERY, PACKAGING

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

31. LABELING

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

32. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. MANDATORY SITE VISIT

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

34. MONITORING OF SERVICES

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

35. NONCONFORMING MERCHANDISE

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

36. NON-DISCRIMINATION

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

37. NON-EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

39. PACKAGING

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

40. PATENTS

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

41. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable Contract / Agreement / Purchase Order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

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

42. PAYMENT WITHHELD

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

43. PRODUCT TESTING

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

44. PERMITS LICENSES AND CERTIFICATES

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

45. PREPARATION OF BID

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

46. QUESTIONS / CONTACT

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

47. RECEIPT BY CITY OF FAIRHOPE

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

48. REJECTION OF BIDS

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

49. RIGHT TO AUDIT

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

50. SAMPLES

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

51. SAFETY MEASURES

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

52. SET-UP AND INSTALLATION

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

53. SPILL CLEAN UP

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

54. SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise, or the City of Fairhope may seek remedies for default.

55. TABULATION

Bid results are posted on The City of Fairhope's web site: www.FairhopeAL.gov. The awarded vendor will be sent a written notification.

56. TAXES

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

57. TERMINATION FOR CONVENIENCE

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

58. TERMINATION FOR DEFAULT

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

59. TERMINATION FOR NON-APPROPRIATION

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

60. TIME IS OF THE ESSENCE

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

61. TITLE

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

62. VENDOR LIST

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

63. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

64. IMMIGRATION LAW

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

ITEM VIII

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

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

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.

SUB-CONTRACTOR. 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 CONTRACTS to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

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

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.

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

ITEM IX

INVITATION SUMMARY

**Bid No. 23-012-2023-PWI-008
Project No. 2023 PWI-008
Roadway and Parking Improvements Project
Volanta Sports Park**

Bid Name:	BID 23-012-2023-PWI-008 Roadway and Parking Improvements Project Volanta Park
Issue Date:	November 25, 2022
Certificate of Insurance Requirements:	See Item V
Mandatory Pre-Bid Meeting:	Friday, December 9, 2022, 9:00 A.M.
Deadline for Questions Date:	Monday, December 12, 2022, 10:00 A.M.
Bid Due Date:	Thursday, December 15, 2022, 10:00 A.M.
City Internet Site:	www.FairhopeAL.gov
SEALED Bid Response Copies to submit:	One (1) Original Paper Copy and One (1) Identical Paper Copy
Purchasing Department Contact for questions:	Purchasing@FairhopeAL.gov (251) 928-8003

END OF INVITATION SUMMARY

**ITEM X
BID BOND INFORMATION**

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. All bonds and/or cashier's check will be made payable to the City of Fairhope for an amount not less than five (5) percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than \$10,000.00.

Return of Bid Bonds: All bid bonds, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated and the relation of the bids established. The bid bonds of the three lowest bidders may be retained and if so, will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed.

In the event it is necessary to defer a contract award for longer than fifteen (15) days, after opening of bids, then all bid bonds, except that of the potential successful bidders will be returned.

Award of the contract will be made within the time specified after the opening of bids. In the event no award is made within such time, all bids may be rejected, and all bonds returned.

Provided; however, the potentially successful bidder may enter into a written agreement with the City for an extension of time for consideration of its bid, in which case, the bidder's bond shall remain in full force and effect, or the City may permit said bidder to substitute a satisfactory surety for the cashier's check if submitted as a guaranty to the bid bond.

Forfeiture of Bid Bonds: Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract(s) and furnish acceptable contract securities and evidence of insurance, as required, within thirty (30) days after the prescribed forms have been presented to him/her, the City may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded, and the amount of the proposals of the new lowest bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

END OF BID BOND INFORMATION

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address) McElhenney Construction Company, LLC
3835 Gordon John Drive, Mobile, AL 36693

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

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

PROJECT NO. 2023 PWM-008
PROJECT NAME: Roadway and Parking Improvements Project at Volanta Sports Park

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


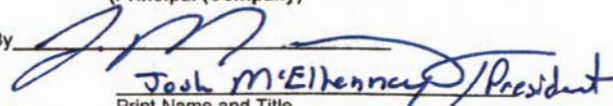
THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

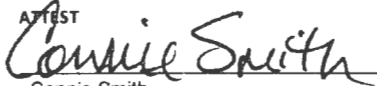

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

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

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

SIGNED AND SEALED this 15th day of December, 2022.

ATTEST  By 
McElhenney Construction Company, LLC
(Principal (Company))
Josh McElhenney / President
Print Name and Title

SURETY ATTEST  By 
Western Surety Company
Surety Company
Billie Jo Sanders, Attorney-in-Fact
Print Name and Title

CORPORATION

McElhenney Construction Company, LLC
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: PO Box 1409 Thebes AL 36590

email josh@mcElhenneyconstruction.com phone 251-973-0030

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, Al., its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

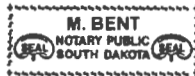
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of December, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com => Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**ITEM XI
PERFORMANCE BOND**

KNOW ALL MEN: That _____ as Principal,
(name & address of legal title of contractor)
and _____ and
(name & address of legal title of one or more sureties)

(name & address of legal title of one or more sureties)

Hereinafter called the Surety or Sureties, are held and firmly bound unto the CITY OF FAIRHOPE, ALABAMA, hereinafter called the OWNER in the sum of _____ Dollars (\$_____); for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has, by means of a written agreement, dated ___ / ___ / ___, entered into a contract with the OWNER for **Bid No. 23-012-2023-PWI-008 Roadway and Parking Improvements Project - Volanta Sports Park** which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the OWNER from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good for any such default thence this obligation shall be null and void: otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

WITNESS our hands this _____ day of _____, 202__.

IF INDIVIDUAL

_____, Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business Name)

Business Mailing Address _____

IF CORPORATION

(Name of Corporation, Partnership, or Joint Venture)

Business Mailing Address _____

By: _____
(SIGNATURE of officer authorized to sign Bids and Contracts for the company) (Position or Title)

ATTEST:

(Secretary) (Name of State of Incorporation)

(Name of Surety) By: _____
(Attorney in Fact)

**ITEM XII
LABOR AND MATERIAL BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, _____
(hereinafter called the "Contractor") of _____ as principal and
(hereinafter called the "Surety"), as Surety, do hereby acknowledge ourselves indebted and
firmly bound and held unto the City of Fairhope, Alabama, (hereinafter called the "City"), a
municipal corporation, existing under and by virtue of the Laws of the State of Alabama, for the
use and benefit of those entitled thereto, in the penal sum of
_____ (\$_____) for the payment of which well and
truly to be made in lawful money of the United States, we do hereby bind ourselves, or
successors, assigns and personal representatives, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the City has entered into a certain written contract with said Contractor
for **Bid No. 23-012-2023-PWI-008 Roadway and Parking Improvements Project - Volanta
Sports Park**, in accordance with contract documents heretofore on file in the Office of the City
of Fairhope at the price of, to-wit: _____
(\$_____) as more fully appears in said written Contract bearing date of
_____, 2022, which Contract is hereby referred to and made a part hereof to the
same extent as if set out herein in full.

NOW, THEREFORE, if said Principal and all subcontractors to whom any portion of the
work provided for in said contract is sublet and all assignees of said Principal and of
such subcontractors shall promptly make payment to all persons supplying him or them with
labor, foodstuffs, or supplies for or in the prosecution of the work provided for in such
contract, or in any amendment or extension of or addition to said contract, and for the
payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on
said bond, then the above obligation shall be void; otherwise, it shall remain in full force and
effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, foodstuffs, or supplies
for or in the prosecution of the work provided for in said contract, payment for which has not
been made, shall have a direct right of action in his or their name or names against the principal
and surety on this bond, which right of action shall be asserted in a proceeding, instituted in the
county in which the work provided for in said contract is to be performed and in any county in
which said Principal or Surety does business. Such right of action shall be asserted in a
proceeding instituted in the name of the claimant or claimants for his or their use and benefit
against said Principal and Surety or either of them (but not later than one year after the final
settlement of said Contract) in which action such claim or claims shall be adjudicated and
judgment rendered thereon.

(b) In addition to any other legal mode of service, service of summons and other
process in suits on this bond brought in Baldwin County may be had on the Principal or the
Surety in accordance with Title 27, Chapter 3, Section 24 of the Ala. Code (1975) by serving
a copy of the summons and complaint or other pleading or process, with the Commissioner
of Insurance of the State of Alabama or his/ her designee and the Principal and Surety agree to
be bound by such mode of service above described and consents that such service shall be the
same as personal service on the Principal or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation
recoverable under any workmen's compensation or employer's liability statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This bond is given pursuant to the terms of Title 39, Chapter 1, Section 1 of the Ala. Code (1975), and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the ____ day of _____, 2022.

Principal

By:

Title

Surety

ATTEST:

By:

Title

ITEM XIII



CITY OF FAIRHOPE CLOSEOUT DOCUMENTS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

CONTRACTOR'S AFFIDAVIT OF PAYMENT

FINAL RELEASE OF LIENS

NOTICE OF COMPLETION ADVERTISEMENT



**CITY OF FAIRHOPE
CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope**
P.O. Drawer 429
Fairhope, AL 36533

CONTRACTOR: _____

In accordance with the provision of the Contract between the OWNER and the CONTRACTOR as indicated above, the _____, Surety Company on bond of _____ CONTRACTOR, hereby approved the final payment to the CONTRACTOR and agrees that final payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to the City of Fairhope as set forth in said Surety Company's bond dated the _____ day of _____, 202__.

IN WITNESS WHEREOF

The Surety Company has hereunto set its hand this ____ day of _____, 202__.

ATTEST
(Seal)

Surety Company

Signature of Authorized Representative

Title



**CITY OF FAIRHOPE
CONTRACTOR'S AFFIDAVIT OF PAYMENT
OF CLAIMS & DEBTS**

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533**

CONTRACTOR: _____

STATE OF: _____

COUNTY OF: _____

The undersigned hereby certified that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, Labor and services performed, and for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of the Contract referenced above for which the OWNER or his property might in any way be held responsible.

EXCEPTION: (If none, write NONE) _____

CONTRACTOR

By: _____ Title: _____

Subscribed and sworn to and before me this ___ day of _____, 202__.

NOTARY PUBLIC

My Commission expires ___/___/___



**CITY OF FAIRHOPE
FINAL RELEASE OF LIENS**

KNOW ALL MEN BY THESE PRESENTS: In consideration of, and contingent upon the receipt of total payments in the amount of _____

Under and pursuant to the following contract:

COF PROJECT NO: _____

COF PROJECT NAME: _____

The undersigned hereby releases _____ its officers, agents, and employees, of and from all liabilities, obligations, and claims whatsoever in law and in equity under or arising out of said contract. We do hereby certify that all labor, materials, equipment, supplies, etc. for this project have been paid in full and there is no outstanding indebtedness.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 202__.

CONTRACTOR

By: SIGNATURE

PRINTED NAME

Title

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the _____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires: ___/___/___



**CITY OF FAIRHOPE
NOTICE OF COMPLETION LEGAL NOTICE**

Bid Number: _____

Bid Name: _____

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, for contracts over \$50,000 and less than \$500,000, Notice is hereby given that

_____, CONTRACTOR, has completed the Contract for the above referenced bid for the City of Fairhope, Alabama, OWNER, and has made request for final settlement of said Contract. Any claims for labor, materials or otherwise in connection with this project should be itemized, notarized, and presented to:

OWNER:

**CITY OF FAIRHOPE
555 South Section Street
P.O. Drawer 429
Fairhope, AL 36533**

On or before (30 days) or same will be barred.

Contractor:

Dates ad was run (one time): _____

Newspapers in which ad run (dates): _____

Contractor to provide Proof of Publication of the Notice of Completion to the City by affidavit of the publisher and a printed copy of the notice published.

Received
9:11 AM PD
12/15/22



SEALED BID

Roadway and Parking Improvements Project at Volanta Sports Park

Bid No.: 23-012-2023-PWI-008

Public Works Project No.: 2023 PWI-008

City of Fairhope
City Services and Public Utilities Building
555 S. Section Street
Fairhope, AL

Bid Date: December 15, 2022 10:00 am

Bidder: McElhenney Construction Company, LLC

3835 Gordon John Drive, Mobile, AL 36693/P.O. Box 1409 Theodore, AL 36590

Alabama Contractor License No: AI-49555

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 23-002-2022-PWD-005) Drainage Between Morphy and Bellangee Avenues Improvement Project at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Drainage Between Morphy and Bellangee Avenues Improvement Project

[3] After evaluating the bids with the required specifications, Blade Construction, LLC is now awarded (Bid No. 23-002-2022-PWD-005) Drainage Between Morphy and Bellangee Avenues Improvement Project with a total bid proposal not-to-exceed \$199,065.00, under budget \$50,935.00.

ADOPTED ON THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/28/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 23-002-2022-PWD-005 Drainage Between Morphy and Bellangee Avenues Improvement Project

Project Location: Between Morphy and Bellangee Avenues

Presented to City Council: 1/9/2023

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed 2023-01-09
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 199,065.00

Vendor: Blade Construction

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 _____

Expense Code: 103-55853
G/L Acct Name: Drainage Improvements

Project Budgeted: \$ 250,000.00
Balance Sheet Item
Included in projected
cash flow

Over (Under) budget amount: \$ (50,935.00)

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

Funds were originally budgeted for drainage improvements and North Ingleside, however the repairs for Morphy/Bellangee take precedence.

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/16/2022

Purchasing Memo Date: 12/16/2022

Delivered To Date: 12/28/2022

Request Approved Date: 12/28/2022

Request Approved Date: 12/28/2022

Approved Date: 12/28/2022

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: December 16, 2022

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-002-2022-PWD-005 Drainage Between Morphy and Bellangee Avenues Improvement Project**

The Director of Public Works, Richard Johnson, has requested to procure services to upgrade and replace the storm water drainage system between Morphy and Bellangee Avenues.

A service bid was issued on October 14, 2022, posted to the City of Fairhope's website, and viewed by 123 of 367 vendors who select to receive e-notifications. Two (2) responsive bids were received at the bid opening on November 10, 2022 at 10:00 a.m.

The Director of Public Works recommends the award be made to **Blade Construction, LLC**. The bid response price was One Hundred Sixty-Four Thousand Two Hundred Seventeen Dollars (\$164,217.00) for the Lump Sum Cost for the upgrade and replacement of the storm water drainage system and Thirty-Four Thousand Eight Hundred Forty-Eight Dollars (\$34,848.00) for the Additive Alternative of the removal and resetting of brick pavers and repairing/replacing a concrete driveway. The total recommended bid award price is in the amount of **One Hundred Ninety-Nine Thousand Sixty-Five Dollars (\$199,065.00)**.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-002-2022-PWD-005 Drainage Between Morphy and Bellangee Avenues Improvement Project for \$199,065.00.

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

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

Enclosure

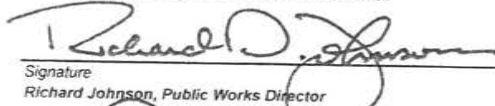
Cc: Richard Johnson, Clint Steadham

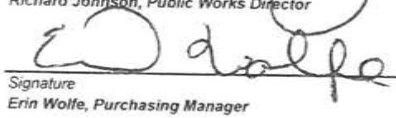
City of Fairhope Bid Tabulation
 Bid 23-002-2022-PWD-005 Morphy and Bellangee Ave Drainage
 Opened November 10, 2022 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Vendor Compliance (Y/N)	Addendum 1 Acknowledged (Y/N)	Addendum 2 Acknowledged (Y/N)	Quote Total	Additive Alternative Quote Total
James Bros. Excavating, Inc.	Y	Y	Y	Y	Y	171,198.00	\$67,500.00
Blade Construction, LLC	Y	Y	Y	Y	Y	164,217.00	\$34,848.00

Recommendation:

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

 11/10/2022
 Signature
 Richard Johnson, Public Works Director

 11/10/2022
 Signature
 Erin Wolfe, Purchasing Manager



November 4, 2022

Addendum 1

Bid No. 23-002-2022-PWD-005

Drainage Between Morphy and Bellangee Avenues Improvement Project

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Thursday, November 10, 2022. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Clarifications/Corrections:

1. See attached **REVISED Bid Response Form**. The revisions are as follows:
 - Added Item #18 - Tree Removal (Limited to those necessary for pipe replacement) (201-A)
 - Added Item #19 – Privacy Fence Removal and Reset (Extents of Drainage Easement) (205-B)
 - Corrected Unit of Measure – Additive Alternative Item #2 – Concrete Driveway, 5" Thick (618-B) Unit Price Per **Square Yard****REVISED Bid Response Form must be submitted with bid package.**

2. Pre-Bid Meeting Sign In Sheet (Attached).



November 8, 2022

Addendum 2

Bid No. 23-002-2022-PWD-005

Drainage Between Morphy and Bellangee Avenues Improvement Project

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Thursday, November 10, 2022. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Clarifications/Corrections:

1. See attached **REVISED Bid Response Form (Revision #2)**. The revision is as follows:
 - Corrected Quantity – Item #3 – Removal of Pipe (24-inch CMP) (206-D2). Quantity is **320 Linear Feet**.**REVISED Bid Response Form (Revision #2) must be submitted with bid package.**

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address)

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

The OWNER

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

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

PROJECT NO. 23-002-2022-PWD-005

PROJECT NAME: Drainage between Morphy and Bellange Avenues Improvement Project

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

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

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

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

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

SIGNED AND SEALED this 10th day of November, 2022.

Blade Construction, LLC
(Principal (Company))

ATTEST

By _____

SURETY
ATTEST

Eileen Heard
Eileen Heard, Surety Witness

Print Name and Title

U.S. Specialty Insurance Company

Surety Company

By _____

Kevin Richard Wojtowicz, Attorney-in-fact and
Alabama Licensed Nonresident Agent
Print Name and Title

CORPORATION

Blade Construction, LLC,

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 18234 CR 12 South, Foley AL 36535

email conley@bladeconstruction.com

phone 251-870-1050

BY: 
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)
44220
(General Contractor's License Number)
vendors)

President
(Position or Title)

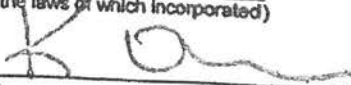
N/A
Foreign Corporation Entity Id (Required of out-of-state-

Attest:

(Secretary)

U.S. Specialty Insurance Company
(Name of Surety)

Alabama
(Name of State under the laws of which incorporated)

BY: 
(Attorney in Fact)
Kevin Richard Wojtowicz, Attorney-in-fact and
Alabama Licensed Nonresident Agent



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

KEVIN RICHARD WOJTOWICZ

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2020187, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

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

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

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

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

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.

State of California
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY
By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

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

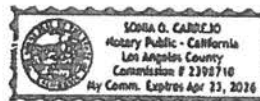
On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(seal)



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

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of November, 2022.

Bond No. BB2020187

Agency No. 11680



Kio Lo
Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZPOAUSSIC04/2022

If Individual or Partnership

(Name of Individual or Partnership) (Name of Partner Print)

(Name of Representative Authorized to sign Bids and CONTRACTs for the firm Print) (Name of Partner Print)

Address _____

Phone Number () _____ Fax Number () _____
E-mail address _____ Alabama Contractor's License No. _____
Foreign Entity ID (if outside of Alabama) _____

If Corporation or LLC

Company Blade Construction LLC

State of Incorporation Alabama

Company Representative Colin Uter
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative _____
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address PO Box 359, Bon Secour, AL, 36511

Phone Number (251) 970-1050 Fax Number () _____
E-mail address colin@bladeconstruction.com AL Contractor's License No. 44220
Foreign Vendor Id _____

BID PROPOSAL NOTARIZATION:

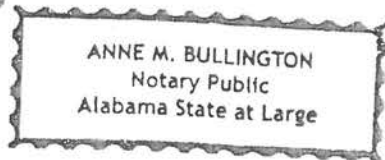
STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned authority in and for said State and County, hereby certify that Colin Uter
as President respectively, of Blade Construction LLC, whose name is signed to
the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents
of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 9th day of November, 2022.

NOTARY PUBLIC Anne M. Bullington

MY COMMISSION EXPIRES 9, 2, 2024



**ITEM III
REVISED BID RESPONSE FORM
(Revision #2)**

Date: 11/10/2022

Bid No: 23-002-2022-PWD-005 Drainage Between Morphy and Bellangee Avenues Improvement Project

Project No: 2022-PWD-005

Bids Due: Thursday, November 10, 2022 at 10:00 A.M.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Removal of Concrete Driveway & Sidewalk (Including Saw Cutting) (206-C1)	SY	420	15	6300
2	Removal of Concrete Curb & Gutter (Incl. Saw Cutting) (206-D1)	LF	20	60	1200
3	Removal of Pipe (24-Inch CMP) (206-D2)	LF	320	20	6400
4	Unclassified Excavation (210-A)	CY	200	15	3000
5	Borrow Excavation, Select Fill (A-2-4 or Better) (210-D)1	CY	200	28	5600
6	24" Storm Sewer pipe, RCP (Including Structure Excavation and Tie In) (533-A2)	LF	320	105	33600
7	Mobilization (600-A)	LS	1	15000	15000
8	Concrete Driveway Apron and Sidewalk, 6" Thick (618-B)	SY	53	134	7102
9	Weir Inlet/Junction Box (4-6 feet deep) (621-A)	EA	1	9500	9500
10	Replace/Rehab Non-Standard Junction Box (4-6 feet deep) (621-A)	EA	1	9500	9500
11	Replace/Rehab Large Inlet, Grate (6-8 Feet Deep) (Including Curbing and 3x3 Cast Grate) (621-C1)	EA	1	11500	11500
12	Minor Utility Adjustment, Water Services (640-A1)	EA	1	3500	3500
13	Minor Utility Adjustment, Sewer Services (640-A2)	EA	1	3500	3500
14	Topsoil. 3" Thick (650-A)	CY	18	75	1350
15	Solid Sodding (654-A)	SY	222	7.5	1665
16	Erosion and Sediment Controls (665)	LS	1	5500	5500
17	Traffic Control Scheme (740-A)	LS	1	2500	2500
18	Tree Removal (Limited to those necessary for pipe replacement) (201-A)	LS	1	25000	25000
19	Privacy Fence Removal and Reset (Extents of Drainage Easement) (205-B)	LS	1	12500	12500
				Quote Total:	164,217.00

Notes: 1. If the unclassified excavation is deemed by the Project Engineer to be suitable for backfill, it shall be used at no additional cost. Additional required borrow fill to be paid under 210-D.

2022-PWD 005 DRAINAGE IMPROVEMENTS BETWEEN MORPHY AND BELLANGEE AVE ADDITIVE ALTERNATIVE					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Removal and Resetting of Brick Pavers (206-C2)	SY	42	150	6300
2	Concrete Driveway, 4" Thick (618-B)	SY	366	78	28548
Additive Alternative Quote Total:					34848.00

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1</u>	<u>11/4/22</u>	<u>2</u>	<u>11/8/22</u>

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

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

Witness our hands and seals this 10th day of November, 2022.

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 23-002-2022-PWD-005
Drainage Between Morphy and Bellangee Avenues Improvement Project

Business Organization

Name of CONTRACTOR (exactly as it appears on W-9):

Blade Construction LLC
Doing-Business-As Name of CONTRACTOR:

PO Box 359, Bon Secour, AL 36511
Principal Office Address:

LOCAL Telephone Number: 251 970 1050 Toll-Free _____

LOCAL Fax Number: _____

Email address: colin@bladeconstruction.com

Website: _____

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

Corporation

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 2/06/2008

Location of incorporation: Baldwin County, Alabama

The corporation is held: Publicly _____

Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV CONTRACT recorded? Yes _____ No _____

Contact: Steve Brown Email steve@bladeconstruction.com

Phone 251 752 5404 Fax _____

END OF CONTRACTOR INFORMATION SECTION

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

Bid for the City of Fairhope
Improvement Between Hays and Bellenger Avenues
Improvement Project
Bid No 23-002-2022-PWD-COS

RECEIVED
APR 10 8:27
AM

Tobc opened @ 10AM 11/10/2022

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the selection for (RFQ PS23-011) Flood Study of area near Fairfax and Cowpen Creek Watershed; and hereby authorizes Mayor Sherry Sullivan to execute a contract with Hydro Engineering Solutions with a not-to-exceed amount of \$27,500.00.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/28/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS23-011 Drainage Study to Reduce Flooding Between Norman Lane and Fairfax Drive

Project Location: Norman Lane and Fairfax Drive

Presented to City Council: 1/9/2023

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 27,500.00 (Not-to-Exceed)

DEC 28 '22 *Jaw*

Vendor: Hydro Engineering 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 NonDept/Fac-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 _____

Expense Code: 001350-50290
G/L Acct Name: Professional Services

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

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

Over (Under) budget amount: \$ 27,500.00

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/27/2022

Purchasing Memo Date: 12/27/2022

Delivered To Date: 12/28/2022

Request Approved Date: 12/28/2022

Request Approved Date: 12/28/2022

Approved Date: 12/28/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

E Wolfe

From: Erin Wolfe, Purchasing Manager

Date: December 27, 2022

Re: RFQ PS23-011 Drainage Study to Reduce Flooding Between Norman Lane and Fairfax Drive

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Director of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS23-011 Drainage Study to Reduce Flooding Between Norman Lane and Fairfax Drive.

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 Hydro Engineering Solutions to perform the professional service.

The work to be performed is to evaluate possible solutions to reduce flooding between Norman Lane and Fairfax Drive. The Engineer will use a hydraulic model to evaluate proposed improvements. They will also evaluate what type of structure could be installed to redirect flow from the corner of Founders Lane and Twin Beech Road to the outfall of Cowpen Creek at Twin Beech Road.

Hydro Engineering Solutions has submitted a proposal for Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) for these services.

Please place on the next available City Council Agenda this request for City Council to Approve the selection by the Mayor for RFQ PS23-011 Drainage Study to Reduce Flooding between Norman Lane and Fairfax Drive and authorize the Mayor to execute a contract with a not-to-exceed amount of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00).

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

Cc: file, Richard Johnson, Clint Steadham

251-928-2136 (p)

Richard Johnson

From: John Curry <jcurry@hydro-engineering.net>
Sent: Wednesday, December 14, 2022 8:55 AM
To: Richard Johnson
Cc: Erik Cortinas
Subject: Re: Requested proposal

SENT FROM AN EXTERNAL ADDRESS

Hey Richard

I looked at it again last night. Yes schedule is our biggest issue. Will you put 6 months and add \$2,500 to the total making it \$27,500 and if we can get it worked in sooner we will.

Thanks

John

John E Curry, P.E. | President

Mobile: (334) 444-9287 | E-mail: jcurry@hydro-engineering.net



Mailing Address:
PO Box 2889
Auburn, Alabama 36831

Physical Address:
2124 Moores Mill Road Suite 120
Auburn, Alabama 36830

On 12/13/2022 3:47 PM, Richard Johnson wrote:

John:

I know when you called to discuss this – your main concern was the timeline – If you feel the lump sum proposal is still valid we can offer whatever contract performance period you feel is necessary to work within your team’s schedule. Please let me know and if you are willing, update the proposal or respond by email and we will move it to Council for funding.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director
richard.johnson@fairhopeal.gov
Office: 251-929-0360
Cell: 251-423-7418

From: Richard Johnson
Sent: Monday, November 14, 2022 7:14 AM
To: John Curry <jcurry@hydro-engineering.net>
Subject: RE: Requested proposal

John:

I realize it has been over a year since you made this proposal. We are in a new budget year and there is interest in moving forward. You were at a Lump Sum of \$25K – can you provide me with a budget update – we are going to discuss tonight in a Work Session with the City Council.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director
richard.johnson@fairhopeal.gov
Office: 251-929-0360
Cell: 251-423-7418

From: John Curry <jcurry@hydro-engineering.net>
Sent: Friday, October 22, 2021 2:33 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: Requested proposal

SENT FROM AN EXTERNAL ADDRESS

Hey Richard

I have attached the proposal. Let me know if you need anything else on it.

Thanks

John

John E Curry, P.E. | President

Mobile: (334) 444-9287 | E-mail: jcurry@hydro-engineering.net



Mailing Address:

PO Box 2889

Auburn, Alabama 36831

Physical Address:

2124 Moores Mill Road Suite 120

Auburn, Alabama 36830

HYDRO ENGINEERING SOLUTIONS

A DIVISION OF HYDRO, LLC

22 October 2021

Mr. Richard Johnson, P.E.
Director
City of Fairhope
555 S. Section St.
Fairhope, Alabama 36532

Re: Drainage Study

Dear Richard,

Per our phone conversation we are to evaluate possible solutions to reduce flooding between Norman Lane and Fairfax Drive (Figure 1). We will use a hydraulic model to evaluate proposed improvements. We will also evaluate what kind of structure could be installed to redirect flow from the corner of Founders Lane and Twin Beech Road to the outfall of Cowpen Creek at Twin Beech Road. We will build a GSSHA model of the area to CR13 (Figure 2) to analyze the change due to the redirecting of the discharge and will use a hydraulic model for sizing the structure.

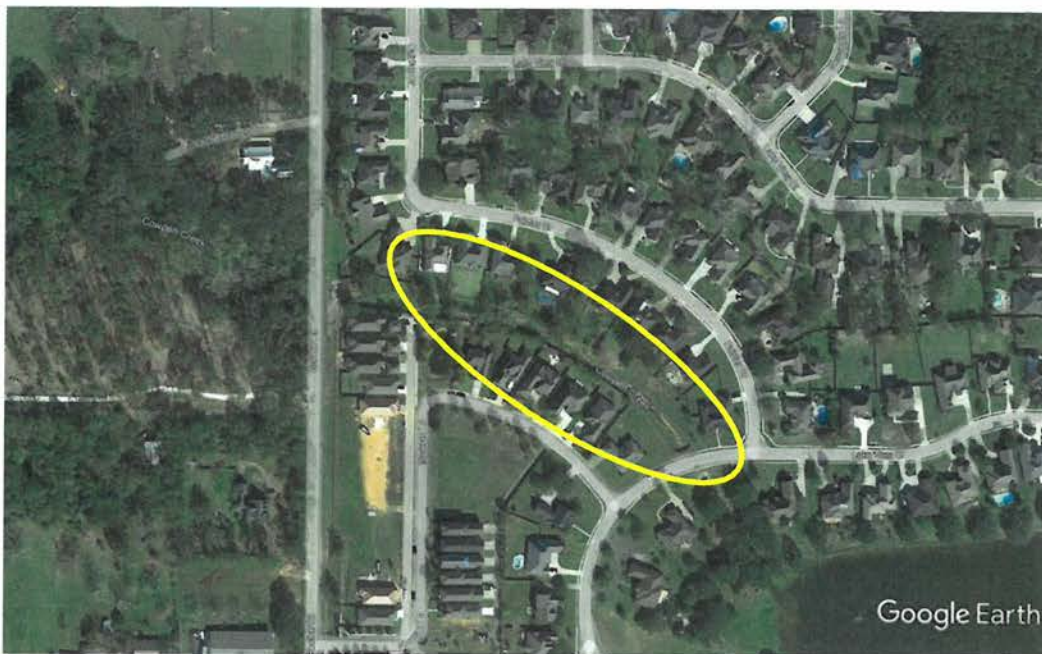


Figure 1. Location to evaluate flood improvements



Figure 2. Approximate drainage area to downstream of Twin Beech Road at CR13 and possible structure location

Hydro shall provide the services described above for a lumpsum of \$25,000.

We can begin work within a week after given notice to proceed. We anticipate ninety calendar days to deliver a letter report of the findings. If you have any questions or require any additional information, please contact me at (334) 466-0894.

Sincerely,


John Curry, P.E.
President



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: December 20, 2022

Re: RFQ PS23-011 Drainage Study to Reduce Flooding Between Norman Lane and Fairfax Drive

Lisa A. Hanks, MMC
City Clerk

The Director of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS23-011 Drainage Study to Reduce Flooding Between Norman Lane and Fairfax Drive.


Kimberly Creech
Treasurer

Per our Procedure for Procuring Professional Services, Richard Johnson and I are providing firms for the Mayor to select from for the work.

The work to be performed is to evaluate possible solutions to reduce flooding between Norman Lane and Fairfax Drive. The Engineer will use a hydraulic model to evaluate proposed improvements. They will also evaluate what type of structure could be installed to redirect flow from the corner of Founders Lane and Twin Beech Road to the outfall of Cowpen Creek at Twin Beech Road.

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

The short list is:

-  _____ / ____ / ____ Hydro Engineering Solutions
- _____ / ____ / ____ Overstreet and Associates, Inc.
- _____ / ____ / ____ None. Submit another list

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

251-928-2136 (p)

Cc: file, Richard Johnson, Mayor Sherry Sullivan

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to approve annual inspections and testing of Fire Trucks from Sunbelt Fire, Inc. 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 \$15,135.00.

ADOPTED ON THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/28/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Annual Inspections and Testing of Fire Trucks

Project Location: Fire Dept

Presented to City Council: 1/9/2023

Funding Request Sponsor: John Saraceno, Fire Maintenance Supervisor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,135.00 (Not-to-Exceed)

Vendor: Sunbelt Fire, Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

DEC 29 '22 PM 4:24 JAW

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: 001200-50440

G/L Acct Name: Equipment and Vehicle Repair

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

Project Budgeted: \$ 17,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (1,865.00)

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/28/2022

Purchasing Memo Date: 12/28/2022

Delivered To Date: 12/28/2022

Request Approved Date: 12/28/2022

Request Approved Date: 12/28/2022

Approved Date: 12/28/2022

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor


Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: December 28, 2022

Re: **Green Sheet and City Council Approval of Budgeted Request for Annual Inspections and Testing of Fire Trucks**

The Fire Maintenance Supervisor, John Saraceno, is requesting procurement of the annual inspections and testing of the fire trucks. This would include the following:

- Inspection, Pumper Tier-2, Shop (6) Pumper Trucks
- Inspection, ARFF, Shop-1 AARF Truck
- Inspection, Aerial Tier 2- 1 Aerial Truck
- Inspection, Quick Attack Tier-2, Shop 1 Truck
- Testing, Pump Test at Sunbelt Facility, Shop – (6) Pumpers, (1) Quick Attack, (1) Aerial
- Maintenance, Fluid, T-Caseshop - Service (6) Pumpers, (1) Aerial

Sunbelt Fire, Inc. is the sole authorized service, parts and warranty provider for E-One vehicles for Alabama, Mississippi, Louisiana and the southwest tip of Tennessee, including vehicles built under the name of Emergency One (see attached Sole Source Letter).

The cost of this procurement from Sunbelt Fire, Inc. is Fifteen Thousand One Hundred Thirty-Five Dollars (\$15,135.00)

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the annual fire truck inspections and testing from Sunbelt Fire, Inc. for the budgeted not-to-exceed price of \$15,135.00.

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

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

CC file, John Saraceno, Clint Steadham

ESTIMATE VERSION 1 - POSTED TO FLEET

Updated at: 2022-12-19 13:22:06 -0600

Sunbelt Fire, Inc.

8050 McGowin Dr Fairhope, Alabama 36532
 Phone: (251) 928-9917 - Fax: (251) 928-9933



Decisiv

Case Number: 9879701
Repair Order Number: N/A
Purchase Order Number: N/A
Service Advisor: Lovato, Kristina - Case Date 2021-12-13 08:04:54 -0600

Customer: City Of Fairhope	Unit Number: XXXXXX38	
Address: PO BOX 429 FAIRHOPE, AL 36533 Phone: 990-0143 Fax: N/A Customer Number: 38	Asset: 2022 Estimate Estimate Serial Number: XXXXXX38 VIN: ESTIMATEXXXXXXXX38 Engine: Estimate	

Item	Operation Name	Additional Charges	Totals
1	INSPECTION, PUMPER TIER-2, SHOP (6) PUMPER TRUCKS [051-000-000] Labor:		\$7,800.00
2	INSPECTION, ARFF, SHOP -1 AARF TRUCK [999-999-999] Labor:		\$2,000.00
3	INSPECTION, AERIAL TIER-2- 1 AERIAL TRUCK [051-000-000] Labor:		\$2,000.00
4	INSPECTION, QUICK ATTACK TIER-2, SHOP 1 TRUCK [999-999-999] Labor:		\$825.00
5	TESTING, PUMP TEST AT SUNBELT FACILITY, SHOP - (6) PUMPERS, (1) QUICK ATTACK, (1) AERIAL [051-000-000] Labor:		\$1,600.00
6	MAINTENANCE, FLUID, T-CASESHOP- SERVICE (6) PUMPERS, 1 AERIAL [024-000-000] Labor: Parts: -(1.0) TCASE FLUID		\$280.00 \$280.00

Labor: \$14,505.00
 Parts: \$280.00
 Haz. Waste: \$200.00
 Shop Supplies: \$150.00
Total: \$15,135.00

Notes:

[12/16/2021 at 07:35 am CST] - Approval Requested for the estimate version 1, total \$15,135.00. View the estimate. NOTE: Good morning John- Here is the estimate for the inspections for the trucks.. Please reach out if there are any questions. Thank you! Kristina
 Repair status set to Hold (auth).
 [12/19/2022 at 01:22 pm CST] - Approval Requested for the estimate version 1, total \$15,135.00. View the estimate. NOTE: Good afternoon John,
 Here is the estimate for the 2022 inspections. We matched last years price for you. Please let me know if we need to add or remove any trucks. Thank you. Kristina
 Repair status set to Hold (auth).

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: __/__/__



Kevin Kearns
Customer Support Manager
ph: (352) 861-3361
fx: (352) 861-5145
kkearns@e-one.com

June 1, 2021

Re: E-ONE Service Provider

This letter is to inform you that Sunbelt Fire is the sole authorized service, parts and warranty provider on E-ONE vehicles for Alabama, Mississippi, Louisiana and the Southwest tip of Tennessee. This includes vehicles built under the name of Emergency One.

Regards,
Kevin Kearns

A handwritten signature in cursive script that reads "Kevin A. Kearns".



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: John Saraceno

Date: 12-27-2022

Department: Fire

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

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Sunbelt Fire Apparatus, \$ 15,135.00.

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

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? Annual truck inspections and pump test
2. What is the total cost of the item or service? 15,135.00
3. How many do you need? See attachment
4. Item or Service Is: [] New [] Used [] Replacement [x] Annual Request
5. Vendor Name (Lowest Quote): Sunbelt Fire apparatus
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

BUDGET INFORMATION

- 1. Is it budgeted? [x] Yes [] No [] Emergency Request
2. If budgeted, what is the budgeted amount? 17,000
3. Budget code: 50440

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

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of Bullhorn RM4251 DC Remote Monitoring Cathodic Protection service fees and installation materials for the Gas Department with American Innovations as Sole Source; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51 (b)(7). The total amount will not-to-exceed \$5,000.00.

ADOPTED ON THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/22/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procure Bullhorn RM4251 DC Remote Monitoring Cathodic Protection Service Fees and Installation

Project Location: Gas Dept

Presented to City Council: 1/9/2023

Resolution # :
Approved _____

Funding Request Sponsor: Jeremy Little, Gas Assistant Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 5,000.00 (Not-to-Exceed)

DEC 23 '22 10:24 *JSW*

Vendor: American Innovations

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 XXX
Unfunded _____

Expense Code: 002-59500 / 002-50340
G/L Acct Name: Capital System Improvement / Operating Supplies

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

Project Budgeted: \$ 16,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (11,000.00)

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/20/2022

Purchasing Memo Date: 12/20/2022

Delivered To Date: 12/28/2022

Request Approved Date: 12/28/2022

Request Approved Date: 12/28/2022

Approved Date: 12/28/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

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

Sherry Sullivan
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: December 20, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval of Procurement of Bullhorn RM4251 DC Remote Monitoring Cathodic Protection Service Fee and Installation Materials**

Kimberly Creech
Treasurer

The Superintendent for the Gas Department, Jeremy Little, is requesting approval for the monthly service fees and any installation materials for the Bullhorn RM4251 DC Remote Monitoring Cathodic Protection for Gas Meter Reading for the Gas Department. American Innovations is the Sole Source of the Bullhorn RM4251 DC Remote Monitors, which are the only monitors that can monitor the system the Gas Department uses. The monthly service fee is Seven Dollars and Ninety-Five Cents (\$7.95) per monitor. Forty (40) monitors at \$7.95 each for twelve (12) months totals Three Thousand Eight Hundred Sixteen Dollars (\$3,816.00). In addition, the Gas Department may need to purchase additional materials for the installation of the new monitors. The Gas Department is requesting to establish a not-to-exceed amount of Five Thousand Dollars (\$5,000.00) for the service fees and any needed installation materials.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this sole source procurement for Bullhorn RM4251 DC Remote Monitoring Cathodic Protection Service Fees and Installation Materials for a not-to-exceed amount of \$5,000.00.

CC file, Jeremy Little, Clint Steadham

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

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

RM4250/51 (Default Plan) 

Plan	GPRS Economy		GPRS SmartCP	GPRS Basic		GPRS SmartDaily
Cost/Mo./Unit	\$7.95		\$8.00	\$10.95		\$12.00
Data/Mo./Unit	5 Transmissions		70 Transmissions	31 Transmissions		55 Transmissions
Toll-free Notifications**/Mo./Unit	10		Unlimited	62		Unlimited
Data Overage	\$0.50 ea.		\$0.50 ea.	\$0.50 ea.		\$0.50 ea.
Toll Notification Fee	\$1.00 ea.		\$1.00 ea.	\$1.00 ea.		\$1.00 ea.
Suggested Transmission Schedule	Monthly	Weekly	Weekly	Weekly	Weekly	Daily
Suggested Misc. Usage***	Light	None	Low	Moderate	Low	Moderate

*Maximum of weekly transmissions and no usage of unit alarms

**Toll-free notifications are all emails, text, and voice notifications in these area codes: 512, 800, 866, 877, 880, 888

***Miscellaneous transmission usage includes unit alarms, interruption, remote configuration changes, and polling.

Plan	GPRS SmartAlarm		GPRS SmartPulse	GPRS SmartHourly		GPRS SmartUnlimited
Cost/Mo./Unit	\$16.00		\$25.00	\$35.00		\$85.00
Data/Mo./Unit	80 Transmissions		300 Transmissions	1000 Transmissions		3500 Transmissions
Toll-free Notifications**/Mo./Unit	Unlimited		Unlimited	1000		5000
Data Overage	\$0.50 ea.		\$0.50 ea.	\$0.50 ea.		\$0.50 ea.
Toll Notification Fee	30 free, \$1.00 ea. after		\$1.00 ea.	\$1.00 ea.		\$1.00 ea.
Suggested Transmission Schedule	Daily	4 Hour	Hourly	Hourly	Daily	4 Hour
Suggested Misc. Usage***	Moderate	Heavy	Heavy	Unlimited	Moderate	Heavy

Other terms:

Transmissions sent to and from Bullhorn Web to the unit are charged based on the bill plan's included transmissions and overage fees. Monthly fees per unit apply for any activity during a calendar month.
Grace Period: Units will not be billed for 3 months from purchase or until transmission activity is registered, whichever is earlier. Suggested scheduling and usage information are for reference only. Charges may differ based on actual use.
Annual fees paid in advance are non-refundable.
AI is not responsible for charges due to misconfiguration or fraudulent use.

Inactive Plans (Default Plan)

Plan	Cell Inactive	Sat Inactive (See exceptions)	RM4014/5/6, RM4210/11
Cost/Mo./Unit	\$2.00	\$4.00	
Data/Mo./Unit	0 Transmissions	0 Transmissions	
Toll-free Notifications**/Mo./Unit	0	0	
Data Overage	\$0.50 ea.	\$0.50 ea.	\$0.015 per byte
Toll Notification Fee	\$1.00 ea.	\$1.00 ea.	
Suggested Transmission Schedule	None	None	
Suggested Misc. Usage***	None	None	

*Units on the IDP network are billed based on bytes usage. See suggested product plans for reference.

**Toll-free notifications are all emails, text, and voice notifications in these area codes: 512, 800, 866, 877, 880, 888

***Miscellaneous transmission usage includes unit alarms, remote configuration changes, and polling.

Other terms:

Transmissions sent to and from Bullhorn Web to the unit are charged based on the bill plan's included transmissions and overage fees. Monthly fees per unit apply for any activity during a calendar month.
Grace Period: Units will not be billed for 3 months from purchase or until transmission activity is registered, whichever is earlier. Suggested scheduling and usage information are for reference only. Charges may differ based on actual use.
Annual fees paid in advance are non-refundable.
AI is not responsible for charges due to misconfiguration or fraudulent use.



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeremy Little

Date: 12/16/2022

Department: Gas

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.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>American Innovations</u>	\$ <u>5,000</u>
2. _____	\$ _____
3. _____	\$ _____

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? Monthly Fee and additional Materials for Installation
2. What is the total cost of the item or service? Monthly Fee \$7.95 per device \$7.95 X 40 = \$3,816.00
3. How many do you need?
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): American Innovations
6. Vendor Number: 6282

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? \$16,200
3. Budget code: 002-59500 Line 60

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

November 2, 2022

Jeremy Little
Fairhope Public Utilities

Reference: American Innovations - Sole Source / Original Equipment Manufacturer (OEM)

Jeremy,

The Bullhorn Remote Monitors, including the RM4251, are designed and manufactured by American Innovations. Bullhorn Cathodic Protection Remote Monitoring Units measure data from cathodic protection system rectifiers and other assets to ensure ongoing safe operation.

Technical Support and repairs are only provided by American Innovations.

Please feel free to contact me at vince.reda@aiworldwide.com / 713-828-8253

Regards

American Innovations

Vince Reda

Director – Sales

Proven compliance solutions. Relentless service.

12211 Technology Blvd. Austin, TX 78727 - 512-249-3400

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Bullhorn RM4251 DC Remote Monitoring Cathodic Protection & Monthly Service Fee

Project Location: Gas Dept

Presented to City Council: 11/28/2022

Funding Request Sponsor: Jeremy Little, Gas Assistant Superintendent

Resolution #: 4644-22

Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested: \$54,000.00 AA

Cost: \$ 70,000.00 (Not-to-Exceed)

Vendor: American Innovations

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 _____
 Capitalized XXX
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital XXX
 Unfunded _____

Expense Code: 002-59500 / 002-50340
 G/L Acct Name: Capital System Improvement / Operating Supplies

Project Budgeted: \$ 70,000.00 54,000.00 AA

Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ _____

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

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

Capital Lease: _____ Payment _____ Term _____

Council approved \$54,000.00. Please see resolution.

City Council Prior Approval/Date? _____

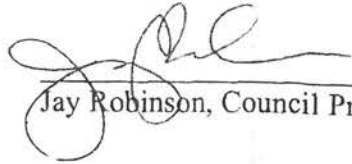
Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>11/15/2022</u>	Purchasing Memo Date: <u>11/15/2022</u>	Delivered To Date: <u>11/16/2022</u>
Request Approved Date: <u>11/16/2022</u>	Request Approved Date: <u>11/16/2022</u>	Approved Date: <u>11/16/2022</u>
Signatures: <u>Aislinn Stone</u>	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan

RESOLUTION NO. 4644-22

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

[1] That the City of Fairhope approves the procurement of Bullhorn RM4251 DC Remote Monitoring Cathodic Protection and monthly service fee for gas meter reading for the Gas Department with American Innovations as Sole Source; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51 (b)(7). The total amount will not-to-exceed \$54,000.00.

ADOPTED ON THIS 28TH DAY OF NOVEMBER, 2022



Jay Robinson, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. ____

WHEREAS, the Baldwin County Martin Luther King Jr. Celebration Committee Inc. serves a public purpose and the County-wide publicity that the Baldwin County Martin Luther King Jr. Celebration Committee Inc. gives the City of Fairhope is a public service; and,

WHEREAS, We, the Baldwin County Martin Luther King Jr. Celebration Committee Inc., agree to work with the Mayor, and /or his agent(s), to advertise and promote the City of Fairhope and to continue providing scholarships to Baldwin County High School students; continue partnering with OWA to give funds to schools and students through essay contests; and to allow over 1,000 participants to enjoy the Celebrations during our Dr. Martin Luther King Jr. Celebration; and

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute contract between the City of Fairhope and the Baldwin County Martin Luther King Jr. Celebration Committee Inc. for use of the City facilities (rental and cleaning fees) on Martin Luther King's Birthday (January 16, 2023), including streets and parks; but they would be responsible for any incidentals or damages if necessary.

ADOPTED THIS 9TH DAY OF JANUARY, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

