

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

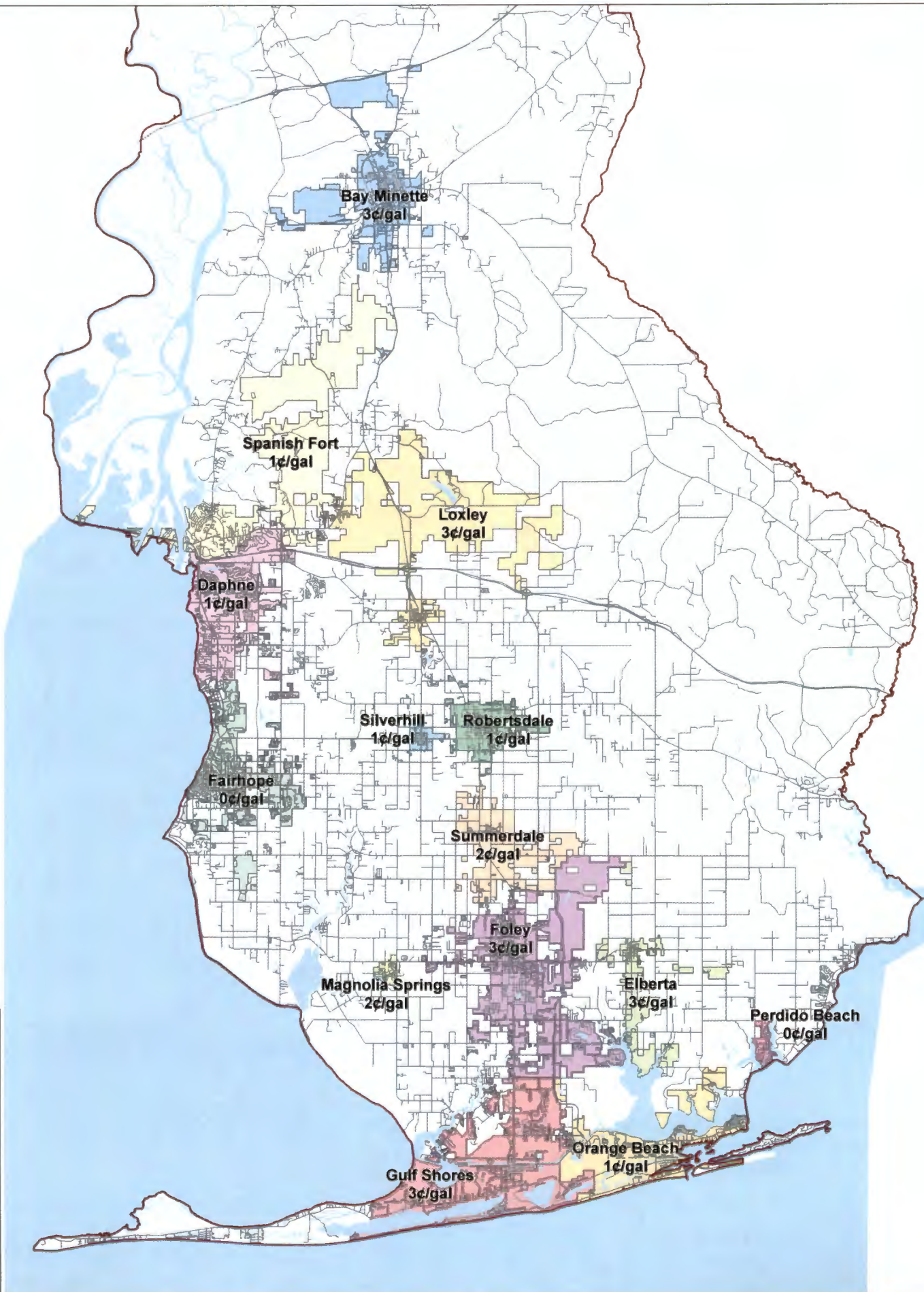
MONDAY, 14 AUGUST 2023 – 4:00 P.M. – CITY COUNCIL CHAMBER

1. Presentation on the Scope of Work for the HUD/EDA Grant Project – the Building (K-1) Redevelopment to house HATCH by the K-1/HATCH Design Team.
2. Discussion of Gas Tax
3. Introduction to PFM Financial Advisors, LLC
4. General Government Budget Discussion and Capital Improvements
5. Committee Updates
6. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, August 14, 2023 – City Council Chamber**

Next Regular Meeting – Monday, August 28, 2023 – Same Time Same Place

MUNICIPALITY	GAS TAX CITY LIMITS	GAS TAX POLICE JURISDICTION
Bay Minette	\$0.03	\$0.015
Daphne	\$0.01	\$0.000
Elberta	\$0.03	\$0.015
Foley	\$0.03	\$0.015
Gulf Shores	\$0.03	\$0.015
Loxley	\$0.03	\$0.015
Magnolia Springs	\$0.02	\$0.010
Orange Beach	\$0.01	\$0.005
Robertsdale	\$0.01	\$0.005
Silverhill	\$0.01	\$0.005
Spanish Fort	\$0.01	\$0.005
Summerdale	\$0.02	\$0.010
Fairhope	\$0.00	\$0.00
Perdido Beach	\$0.00	\$0.00



Legend

WATER

CITYNAME

- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale
- Loxley_2019_02_08
- BALDWIN OUTLINE



ACT #2023 - 288

- 1 YKG06N-3
- 2 By Representative Clouse
- 3 RFD: County and Municipal Government
- 4 First Read: 04-Apr-23
- 5 2023 Regular Session



HB254 Enrolled



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Enrolled, An Act,

A BILL
TO BE ENACTED
AN ACT

Relating to municipalities and counties; to require all motor fuel taxes levied by municipalities and counties after the effective date of this act to be used only for road and bridge purposes with certain exceptions.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Except for those taxes on motor fuels that are levied or that may be levied by a county or municipality pursuant to a local law or general law of local application that is in effect on the effective date of this act, all taxes on motor fuels, as defined in Section 40-17-322, Code of Alabama 1975, whether called an excise tax, license tax, or otherwise, levied by a municipality or county after the effective date of this act may be used only for the cost of administering the tax, cost of construction, reconstruction, maintenance, mass transit, and repair of roads, bridges, and rights-of-ways, cost of traffic regulation, and the cost of enforcing traffic and motor vehicle laws.

Section 2. All laws or parts of laws which conflict with this act are repealed.

Section 3. This act shall become effective on the first



HB254 Enrolled

29 day of the third month following its passage and approval by
30 the Governor, or its otherwise becoming law.



HB254 Enrolled

31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65

Speaker of the House of Representatives

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 02-May-23, as amended.

John Treadwell
Clerk

Senate 18-May-23

Passed

House 23-May-23

Concurred in
Senate Amendment

APPROVED 5-30-2023

TIME 10:10 AM

GOVERNOR

Alabama Secretary Of State

Act Num....: 2023-288
Bill Num....: H-254

Recv'd 05/30/23 03:07pm SLF

House

SPONSORS

I HEREBY CERTIFY THAT THE RESOLUTION AS REQUIRED IN SECTION C OF ACT NO. 81-889 WAS ADOPTED AND IS ATTACHED TO THE BILL, H.B. 254

YEAS 104 NAYS 0

JOHN TREADWELL, Clerk

I HEREBY CERTIFY THAT THE NOTICE & PROOF IS ATTACHED TO THE BILL, H.B. _____ AS REQUIRED IN THE GENERAL ACTS OF ALABAMA, 1975 ACT NO. 919.

JOHN TREADWELL, Clerk

CONFERENCE COMMITTEE

House Conferees _____

DATE: 5-3 2023
RD 1 RFD C+MG

This Bill was referred to the Standing Committee of the Senate on

C+MG

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amend(s) 0 w/sub 0 by a vote of

yeas 5 nays 2 abstain 0

this 9th day of May 20 23

T. S. [Signature], Chair

DATE: 5-9 2023
RF DA RD 2 CAL

DATE: _____ 20____

RE-REFERRED RE-COMMITTED

Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 254

YEAS 33 NAYS 0

PATRICK HARRIS, Secretary

FURTHER SENATE ACTION (OVER)

DRAFT



Fairhope, Alabama

Introduction to PFM Financial Advisors LLC

August 14, 2023

PFM Financial Advisors LLC

116 Jefferson Street South
Suite 301
Huntsville, AL 35801

256.419.2911
pfm.com



PFM Financial Advisors Alabama Team



Joshua McCoy

Managing Director

Huntsville, AL

Series 50 Licensed

*15+ years of capital markets
experience*

Graduate ALI (Class 2)

mccoyj@pfm.com



Marcie Lewis

Senior Managing Consultant

Huntsville, AL

Series 50 Licensed

*20+ years of capital markets
experience*

lewism@pfm.com



Ricardo Callender

Director

Memphis, TN

Series 50 Licensed

*9 years of capital markets
experience*

callenderr@pfm.com



Brooke Baldwin

Analyst

Huntsville, AL

Series 50 Licensed

baldwinb@pfm.com



PFM Financial Advisors LLC Overview

PFM's #1 Rankings for 2022[‡]

Type

- Overall
- Tax-exempt
- Taxable
- Negotiated
- Revenue
- General Obligation
- Bank Qualified
- New Money
- Private Placement
- Refunding
- Variable Rate

Sector

- Primary/ Secondary Education
- Transportation
- Public Power
- Water, Sewer & Gas
- State Appropriation
- Industrial Development

Region

- Midwest
- Southeast
- West

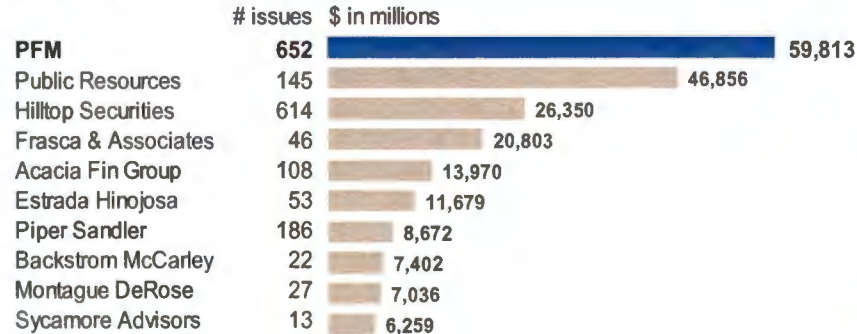
Nation's #1 ranked Independent Financial Advisor ‡

- Leading financial advisor to state and local governments in the nation and advised on over \$59 billion of bond issuance in 2022. ‡

2022 Full Year Overall Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor

Source: Ipreo



PFM's First Place Ranking Overall Long Term 1998 - 2022

Year	Par Amount (millions)	Number of Transactions
2022	59,813	652
2021	71,889	951
2020	76,160	924
2019	76,313	1,005
2018	63,557	796
2017	84,286	928
2016	94,660	1,193
2015	81,973	1,042
2014	70,048	855
2013	68,045	824
2012	79,032	957
2011	56,072	804
2010	90,501	1,067
2009	87,986	984
2008	69,794	842
2007	65,301	779
2006	53,572	803
2005	51,123	979
2004	43,693	892
2003	46,013	961
2002	37,904	902
2001	35,111	905
2000	21,003	585
1999	12,265	410
1998	13,963	424

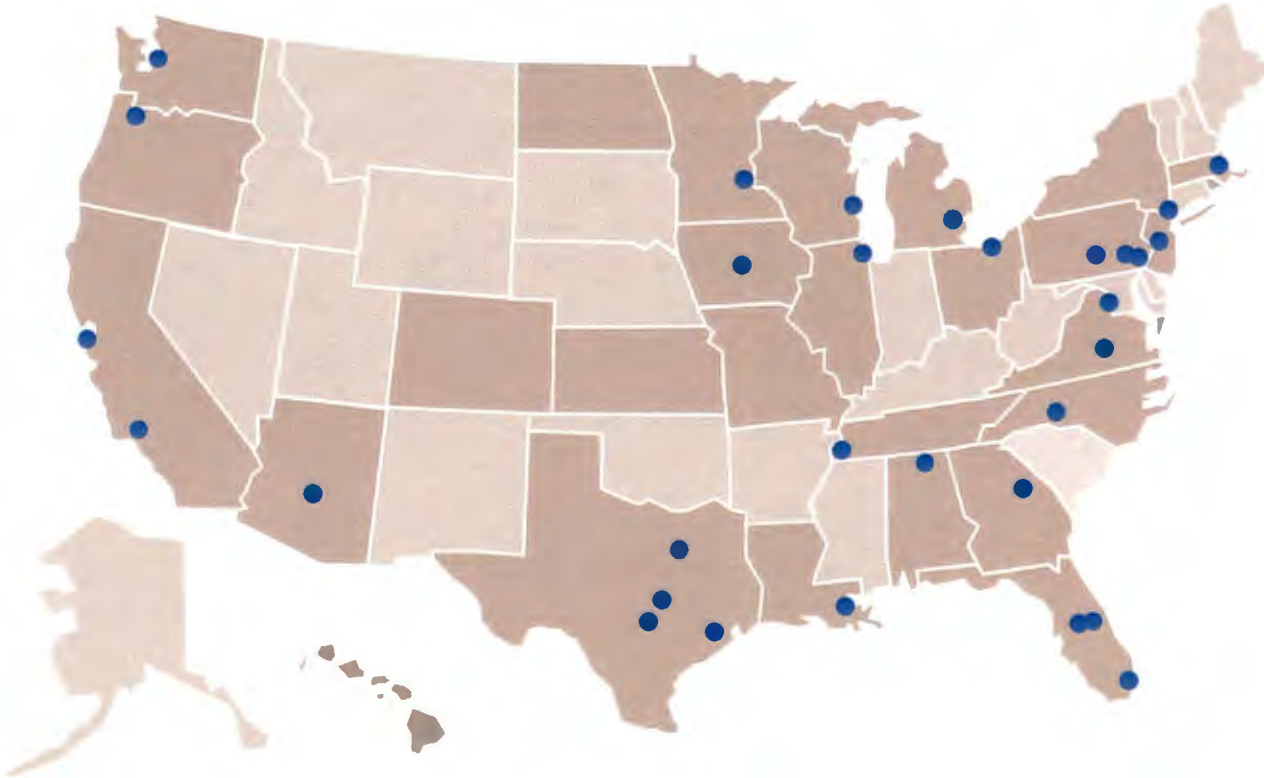
Source: Ipreo

‡Source: Ipreo as of December 31, 2022



Dedicated Professionals

- Our national presence includes 31 locations across the U.S., with a local office in Huntsville to support Alabama clients.
- This proximity gives us a better understanding of the local issues and problems affecting our clients, as well as providing the day-to-day contacts needed to properly meet their needs. Our national reach allows us to access new ideas and best practices.





PFM's Alabama Practice

- Operated an Alabama financial advisory practice since 2001, providing an intimate understanding of the public finance and debt issuance process for Alabama issuers
- Have advised on **61 transactions** totaling over **\$6 billion** of bonds issued in Alabama, since 2017
- Maintains vigilance over state legislative issues affecting local public finance issuers
- Awarded **Innovative 2022 Deal of the Year** by the Bond Buyer for serving as financial advisor to the Alabama Federal Aid Highway Financing Authority
- Services provided to AL clients include:
 - debt affordability analysis
 - capital improvement planning
 - credit rating management
 - budget consulting
 - transaction management
 - pricing advisory

PFM is a major participant in the Alabama public finance industry

Select Alabama Issuers that have chosen PFM*	
State of Alabama	City of Opelika → Opelika Power Board
Huntsville, City of	Huntsville Madison County Airport Authority
Huntsville Utilities	University of North Alabama
Auburn, City of → Auburn Water Works Board	Lee County Board of Education
Auburn University	University of South Alabama
Tuscaloosa City Schools	University of Alabama in Huntsville
US Space and Rocket Center	Tuscaloosa County Road Improvement Commission
Mobile County	Mobile, City of
Gulf Shores Utilities	Muscle Shoals Electric Board
Huntsville Solid Waste Disposal Authority	Madison County Communications District

* Note: Representative list of PFM's past and current financial advisory clients



Premier Water and Wastewater Practice

Unmatched water and sewer expertise with a national breadth of experience

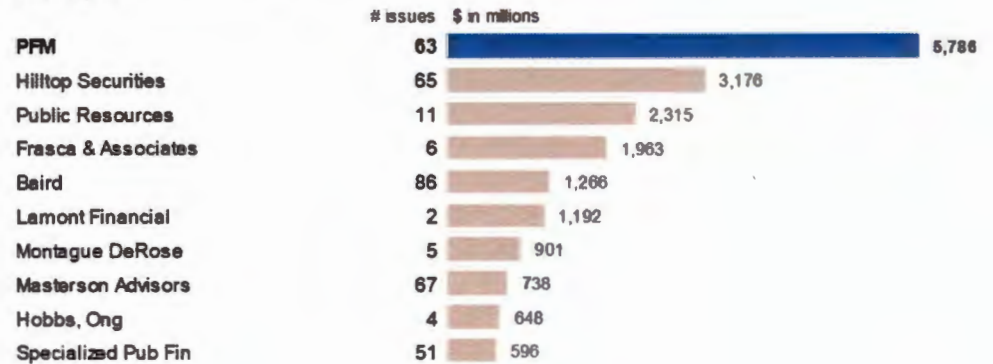
- Our financial advisory team has served as financial advisor to water, wastewater, and infrastructure revolving funds in over 20 states and territories
- PFM employs personnel for water and sewer clients that includes prior CFOs of utilities, rating analysts, investment bankers, and federal employees

PFM has been the top-ranked financial advisor for Water, Sewer, & Gas Long-Term Municipal New Issues for 21 of the last 22 years

PFM expertise extends to all aspects of utility finance

- Debt structuring and optimization
- Credit expertise and rating matters
- Innovative funding options – SRF, public-private funding, federal initiatives
- Regulatory and Environmental Compliance - financing of Consent Decrees
- Financial Modeling (Synario)

2022 Full Year Water & Sewer Long Term Municipal New Issues
 Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor
 Source: Ipreo





PFM’s Approach to Addressing the Requested Scope of Work



- ◆ PFM would work with the City and its bond counsel to draft a recommended Plan of Finance based on several factors, including:

Criteria	Considerations
Financing Goals & Objectives & Existing Bond Covenants	<ul style="list-style-type: none"> • What are the City’s financing goals and objectives? • What are the existing borrowing covenants contained in existing bod documents and potential legal constraints (i.e. Additional Bond Tests requirements) • General Obligation vs. Revenue secured obligations • Days cash and liquidity policy considerations
Risk Exposure	<ul style="list-style-type: none"> • What are the potential budgetary risks of the financing structure that may impact cash flow, ability to service new debt and customer rates and charges, etc.? • What are the potential liquidity risks of the financing structure? • Fixed vs. variable rate considerations
Efficiency	<ul style="list-style-type: none"> • Based on expectations for future rates, is it better to pre-fund projects or finance them as expenditures are incurred via short-term financing, internal reserves or other sources? • Is it better to fund all at once for synergies on total cost of issuance? Or are multi-tranche financings or phased financings more appropriate? • Bank loans vs. public market vs. federal funding (i.e. SRF) considerations
Market Conditions	<ul style="list-style-type: none"> • Are we in a high or low interest rate environment and where are we in the interest rate cycle? How does the current inverted yield curve impact financing considerations? • What are relative value ratios for tax-exempt bonds and treasury rates?



Why PFM?

Proven performance delivered by a local team that is committed to our clients and offers a state-of-the-art approach to partnering with clients to transform their world.





PFM's Proposed Engagement Options

- The City would be a valued client for PFM and the firm would be fully committed to providing a senior level team, including team members from our national utility practice, to the City
- PFM's goal is to be considered an extension of staff, serving as a strategic partner in evaluating and assisting the City with your short- and long-term capital planning, management of debt portfolio and other initiatives. We are agnostic as to how we are engaged but offer the following engagement options:

Option 1 – One-Time Engagement

Phase I: Plan of Finance Recommendation

- 1x proposed fee of \$15,000

Phase 2: Transaction Execution

- Bank Loan - \$0.85 per \$1,000
- Public Market - \$1 per \$1,000
- Fee minimum of \$30,000 and maximum of \$75,000
- Phase 1 fees would be credited towards transaction fee

Option 2 – Ongoing Relationship

Annual Retainer

- Annual retainer of \$20,000 billed quarterly*
 - Includes Plan of Finance Recommendation

Transaction Execution

- Bank Loan - \$.75 per \$1,000
- Public Markets - \$0.85 per \$1,000
- Fee minimum of \$20,000 and maximum of \$75,000

**See Appendix for additional Scope of Services provided under a retainer*



Sample Fees

- The table below illustrates the fees the City would incur with either engagement option and at various borrowing types and amounts
- Option 2 includes a full year of services that include the Plan of Finance assignment and assumes a single transaction in the first year

Transaction Size	Sale Type	1x Engagement			Retainer Engagement		
		Plan of Finance	Transaction Fee (less Plan of Finance fee)	Annual Total	Annual Retainer	Transaction Fee	Annual Total
\$25 Million	Bank Loan	\$15,000	\$30,000- \$15,000	\$30,000	\$20,000	\$20,000	\$40,000
\$25 Million	Public Markets	\$15,000	\$30,000- \$15,000	\$30,000	\$20,000	\$21,250	\$41,250
\$45 Million	Bank Loan	\$15,000	\$38,250- \$15,000	\$38,250	\$20,000	\$33,750	\$53,750
\$45 Million	Public Markets	\$15,000	\$45,000- \$15,000	\$45,000	\$20,000	\$38,250	\$58,250



Appendix - Additional Services and Materials

PFM Offers a Wide Array of Technical Resources

FINANCIAL ADVISORY

transaction management & bond pricing | credit strategies | capital planning

FINANCIAL MODELING

powered by Synario™

ALTERNATIVE FINANCE

public private partnerships & economic development | developer selection & negotiation | asset & real estate portfolio analysis & monetization | environmental finance | tax credit & incentive policies

INVESTOR RELATIONS

Munite® | investor intelligence & outreach | analytics | customized dashboards

CONSULTING

fiscal planning & budgeting | organizational efficiency & effectiveness | policy & program analysis | workforce strategy & negotiation support

SPECIALIZED SERVICES

derivatives advisory | treasury management consulting | retirement finance



PFM's Overall Partnership Approach*

PFM considers ourselves an extension of our clients' staff, taking a client centric approach.
We work alongside the team to advise, assist, and educate

● Ongoing Policy Development

- Develop and review policies based on current practices along with the best practices within the industry.
- Examples: Debt Management, Pay-Go Funding, Cash Management, Credit / Rating, etc.

● Capital Budgeting & Debt Capacity/Affordability

- Multi-year capital planning with functionality to project revenues, expenditures and the impact of capital projects and operational changes.
- Debt Capacity analysis that factors in affordability and credit/rating metrics and ratios.

● Debt Portfolio and Rating Management

- PFM prepares a detailed debt profile for each of its clients and uses it to monitor for refinancing opportunities and track early redemptions.
- PFM uses rating scorecards developed in house and modeled in line with rating agency criteria and use them to understand the credit strengths and weaknesses in order to help clients better understand the rating and the impact of proposed changes on the rating

● Other Services as Requested*



*See proposed contract for full scope of services included under retainer engagement



PFM's Transaction Advisory Services

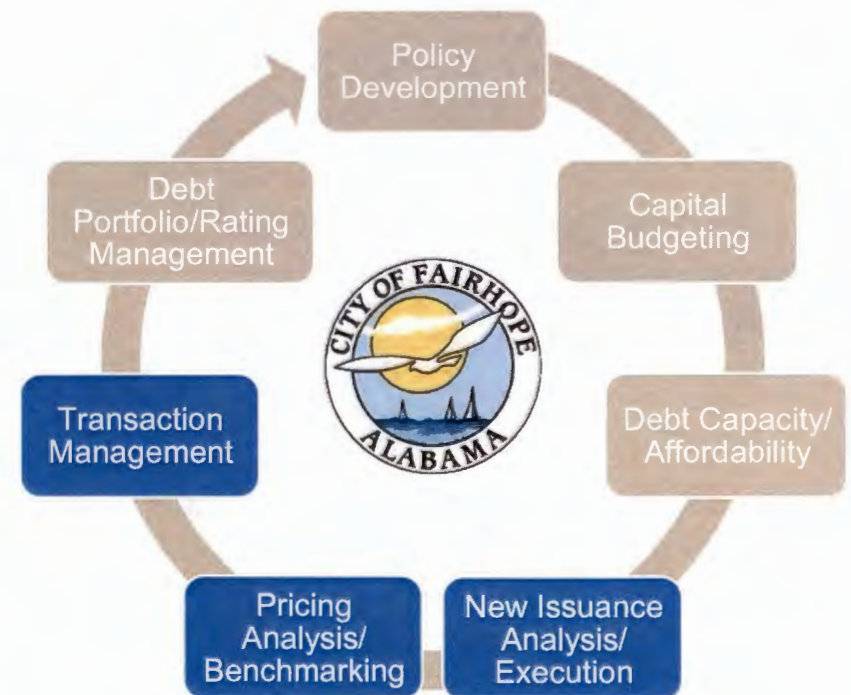
During any financing transaction, PFM serves as the City's fiduciary to ensure best execution

• New Issuance Analysis & Execution/Transaction Management

- Be an active member for the development of the financing plan and provide recommendations on most efficient type of financing
- Review bond/loan documents , including the Preliminary Official Statement, Term Sheets, Loan Agreement, etc. (if necessary)
- Coordinate the credit rating agency presentations and discussions
- Negotiate appropriate compensation for the Underwriter/conduct competitive sale
- Provide a final report to the City detailing all the final interest rates, associated costs and net savings amount realized from any refunding
- Coordinate with Bond Counsel to assist in facilitating a smooth closing
- Continue to monitor the City's outstanding debt for any refunding opportunities

• Bond Pricing Analysis

- Negotiate the Underwriter's proposed interest rates on the bonds at pricing
- Use current and historical market rates to ensure fair pricing is received
- Dedicated Pricing Group provides market expertise on par with any Wall Street investment bank. On average, PFM's Pricing Group is in the market 3 times a day.





PFM's Dedicated Pricing Group

◆ PFM's Pricing Group:

- Provides centralized access to market information and trends
- Leverages our knowledge firm-wide for our clients' benefit
- Cultivates professional peer-to-peer relationships with underwriting desks

◆ PFM utilizes an in-house proprietary pricing database that contains detailed pricing information of every single bond issue that has priced in Alabama year to date.

- This includes both PFM advised, and non-PFM advised bond transactions





Treasury Consulting Services*

Choosing a banking provider and treasury services often requires significant staff time and experience. How do you know you're using the appropriate services and getting the most value for cost? PFM's treasury consulting services can improve treasury operations and simplify the process of rebidding banking services.

ECONOMIC

- Reduced banking fees
- Higher earnings credit rates and cash rebates on commercial cards
- Reduced deposit float
- Improved liquidity management

OPERATIONAL

- Identification of inefficiencies, costly processes, and possible control problems
- Implementation of best practices
- Evaluation of new banking technologies

*Over the last 5 years, our clients have achieved average **fee savings of 43%** through competitive procurements for general banking services.*

We work with our clients to develop a customized scope of work based on needs, objectives, and budget.

- Organizational treasury review with report on findings
- Banking services RFP creation and assistance
- Service transition and implementation support
- Ad hoc engagements including bank negotiation assistance and fee analysis

**Subject to separate fee agreement*

Thank you



pfm



DRAFT

8/1/2023

Kimberly Creech
City Treasurer
City of Fairhope, AL
161 North Section Street
Fairhope, AL 36532

pfm

116 Jefferson St S
Suite 301
Huntsville, AL 35801
pfm.com

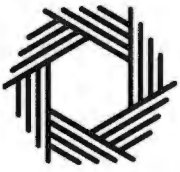
Dear Kim:

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Fairhope, AL (the “City”). PFM will provide, upon request of the City, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by City will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If City has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM’s role as IRMA to City.

MSRB Rules require that municipal advisors make written disclosures to their City of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s Disclosure Statement delivered to City prior to or together with this Engagement Letter.

PFM’s services will commence as soon as practicable after the execution of this Engagement Letter by the City and a request by the City for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Engagement Letter shall be completed as agreed in writing in advance between the City and the PFM. Upon the request of City, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the City may agree to additional services to be provided under a separate writing, including separate scope and compensation, between City and such affiliate or third party.



For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of City, documentation of such expenses will be provided.

This Engagement Letter shall be effective from August __, 2023 until October 31, 2023.

PFM shall not assign or transfer any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the City; provided that PFM retains the right to enter into a sale, merger, internal reorganization, or similar transaction involving PFM's business without any such consent.

All information, data, reports, and records in the possession of the City or any third party necessary for carrying out any services to be performed under this Engagement Letter ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Engagement Letter and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

All notices and other communication required under this Engagement Letter will be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the City. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the City copies of any and deliverables pertaining to this Engagement Letter.

The following employees of PFM will provide the services set forth in this Engagement Letter: Joshua McCoy, Marcie Lewis, Brooke Baldwin, Ricardo Callender, and Greta Englert. PFM may, from time to time, supplement or otherwise amend team members. The City has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the City make such a request, PFM will promptly suggest a substitute for approval by the City.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by its willful misconduct, bad faith,



gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of City by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Engagement Letter or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

This Engagement Letter shall be construed, enforced, and administered according to the laws of the State of Alabama. PFM and the City agree that, should a disagreement arise as to the terms or enforcement of any provision of this Engagement Letter, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

This Engagement Letter represents the entire agreement between City and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between City and an affiliate of PFM or a third party referred or introduced by PFM and/or designated by the City shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.

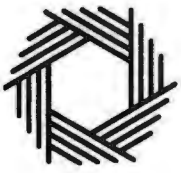
Please have an authorized official of the City sign a copy of this Engagement Letter and return it to us to acknowledge the terms of this engagement. This Engagement Letter may be signed in any number or counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

Sincerely,

PFM FINANCIAL ADVISORS LLC

By: _____

Joshua McCoy



Managing Director

Accepted by:

CITY OF FAIRHOPE, AL

Authorized Signature

Name

Title

Date

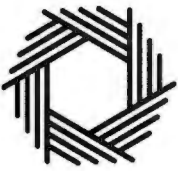
DRAFT



EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Plan of Finance recommendation for the City's upcoming water projects:

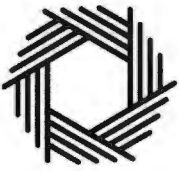
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the City with savings.
- Analyze future debt capacity to determine the City's ability to raise future debt capital.
- Assist the City with the development of the City's financial planning efforts related to the water project by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects and grants, and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Attend meetings with City's staff, consultants and other professionals and the City.
- Assist the City in preparing financial presentations for public hearings and/ or referendums.
- Analyze financial and economic factors to determine if the issuance of debt is appropriate.
- Develop a financing plan in concert with City's staff which would include recommendations as to the timing and type of debt to be issued.
- Advise as to the various financing alternatives available to the City.



- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified to reflect that process. Upon the request of the City:

- Assist the City by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the City the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the City.
- Assist the City in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the City's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with City's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the City on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.



- Assist and advise the City in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

DRAFT



EXHIBIT B
COMPENSATION FOR SERVICES

1. Plan of Finance Recommendation Project

For development of a plan of finance recommendation, a one-time fee of \$15,000 will be billed upon completion and delivery of the final product.

2. Fixed Rate Transaction Fees (Competitive and Negotiated)

For services related to implementing the recommended plan of finance a transaction will be billed at closing be billed at closing at the following rates:

Bank Loans/LOC: \$0.85 per \$1,000 of issuance*

Public Markets \$1.00 per \$1,000 of issuance*

*Based upon Bond Proceeds and is subject to a minimum fee of \$30,000 per transaction and a not to exceed amount of \$75,000 per transaction, less a \$15,000 credit for work on the plan of finance.



EXHIBIT C

DRAFT

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), made and entered into this ___ day of August, 2023, by and between The City of Fairhope, AL (“Client”) and PFM Financial Advisors LLC (hereinafter called “PFM”), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client desires to obtain the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon the request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the Client may agree to additional services to be provided under a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the

responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to Client.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to Client prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from August 15, 2023 until July 31, 2024 (the "Initial Term") and shall automatically renew for additional 1 year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party.

Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VIII. NOTICES

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

CITY OF FAIRHOPE, AL
161 North Section Street
Fairhope, AL 36532
Attention: Kim Creech

PFM FINANCIAL ADVISORS LLC
116 Jefferson Street South, Suite 301
Huntsville, AL 35801
Attention: Managing Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client’s reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

X. PFM’S REPRESENTATIVES

1. Advisory Team

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

A. Professional Staff

- Marcie Lewis
- Joshua McCoy
- Brooke Baldwin
- Ricardo Callender

B. Administrative and Support Staff

- Greta Englert

2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, that PFM replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Alabama. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by Client shall not in any way be deemed an amendment

or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

DRAFT

IN WITNESS WHEREOF, Client and PFM have executed this Agreement as of the day and year herein above written.

CITY OF FAIRHOPE, AL

By: _____

Name: _____

Title: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Name: _____

Title: Managing Director

DRAFT

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Conduct strategic modeling and planning and related consulting.
- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds,

redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

EXHIBIT B
COMPENSATION FOR SERVICES

1. Retainer

For services listed in the Scope of Services #1, PFM shall receive an annual fee in the amount of \$20,000 (“Retainer”), payable in quarterly installments. The Retainer shall be reviewed and revised upon mutual agreement.

2. Transaction Fees

The compensation schedule for competitive and negotiated sales of financings will be billed at closing at the following rates:

Bank Loans/LOC: \$0.75 per \$1,000 of issuance*

Public Markets \$0.85 per \$1,000 of issuance*

*Based upon Bond Proceeds and is subject to a minimum fee of \$20,000 per transaction and a not to exceed amount of \$75,000 per transaction.

3. Hourly Fees

In the event a financing is started, but cancelled or the retainer contract is cancelled prior to the end of the contract period at the Client’s request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$375.00
Director	\$350.00
Senior Managing Consultant	\$325.00
Analyst/Senior Analyst	\$275.00
Administrative Support	\$225.00

EXHIBIT C
INSURANCE

DRAFT

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 14 AUGUST 2023 - 6:00 P.M. – CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 24 July 2023 Regular City Council Meeting, minutes of 24 July 2023 Work Session, and minutes of 7 August 2023 Special Called Emergency City Council Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Application for Package Store License by K. D. Trivedi, Jay Ambe Fairhope, LLC, d/b/a Liquor Land located at 19690 Greeno Road, Fairhope, AL 36532.
6. **Final Adoption** – Ordinance – An Ordinance Amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance, Section 7 Time Off From Work, 7.01 Paid Holidays and Birthday Paid Day Off. (Introduced at City Council Meeting on July 24, 2023)
7. Ordinance – An Ordinance to amend Ordinance No. 1682: An Emergency Water Conservation Plan for Users of the City of Fairhope Water System; specifically Code Sections 10.5-54, 10.5-55, and 10.5-56.
8. Resolution – Authorizing Mayor Sherry Sullivan to appoint Special Prosecutors.
9. Resolution – That certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the four methods listed on the resolution.
10. Resolution – That the City of Fairhope awards (RFQ PS23-019) for Rehab Engineering Services for Dog House Lift Station Project to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.
11. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 023-22), Disaster Debris Removal Monitoring Services 2022 with True North Emergency Management, LLC per the terms and conditions of the original contract.
12. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 026-22), On Call Contractor for Gas Department, with Equix Energy Services, LLC as per the terms and conditions of the original contract. The annual cost not-to-exceed \$200,000.00.

13. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$1,245.80 and to award Change Order No. 1 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$71,274.20.
14. Resolution – To Award (Bid No. 23-032-2023-PWI-012) for City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department to Asphalt Services, Inc. with a total bid proposal not-to-exceed \$900,792.38.
15. Resolution – That the City of Fairhope approves the procurement of the Renewal of Cradlepoint NetCloud Essentials Subscriptions and Yearly Support; and these are on the Alabama State Department of Purchasing Bid List and therefore does not have to be let out for bid with a cost not-to-exceed \$15,848.00.
16. Resolution – That the City of Fairhope approves the procurement of the Renewal of 27 Annual Subscriptions of CitizenServe Software; and authorizes procurement allowed by the Code of Alabama 1975, Section 41-16-51(a)(11) with a total amount not-to-exceed \$40,500.00.
17. Resolution – That the City of Fairhope approves the procurement of a John Meunier Rotopac Screw Compactor for the Wastewater Treatment Plant with a total cost not-to-exceed \$29,765.31.
18. Resolution - That the City of Fairhope approves the procurement of 476 Media - Pink 20 D Aluminum Clips for the Wastewater Treatment Plant with a total cost not-to-exceed \$19,992.00.
19. Resolution - That the City of Fairhope approves the procurement of a Maintenance Support Plan for the Hewlett Packard Plotter with a three-year agreement with a not-to-exceed amount of \$2,336.28, annual cost \$778.76; and authorizes Mayor Sherry Sullivan to execute the agreement.
20. Resolution – That the City of Fairhope hereby amends the Budget for the FY2022-2023 as recommended and presented in said resolution; and authorizes the City Treasurer to make the necessary changes.
21. Resolution – That Mayor Sherry Sullivan is hereby authorized to write a letter in support to endorse the South Alabama Regional Planning Commission’s application for the PROTECT Grant.
22. Resolution – That the City Council hereby authorizes Mayor Sherry Sullivan to expend Impact Fees from the Impact Fee Account for the New Police Precinct located at 329 South Greeno Road for Renovations and Rent for the “Police” Benefit Areas; not to exceed \$64,587.00.
23. Resolution – That the City of Fairhope approves the Procurement of Two Police Car Engines with a total cost of \$12,624.44; and awards RFQ to Terry Thompson Chevrolet.
24. Resolution – That the City of Fairhope accepts and approves the recommendation by Mayor Sherry Sullivan to name the Clock Corner Property “Gaston Plaza”.

25. Recommendation from the Recreation Board: To extend Fairhope Storm Football's Contract on a year to year basis for use of W. C. Majors Field.
26. Appointment – Board of Adjustments and Appeals
27. Application for Special Retail License – More than 30 Days by Jarrett Crum, Gulf Coast Pinball, LLC d/b/a Fairhope Pins and Pints located at 212B Fairhope Avenue, Fairhope, AL 36532.
28. Application for Restaurant Liquor License by Nancy Dupre, Rae's Kitchen, LLC d/b/a Rae's Kitchen, 76 South Section Street, Unit B, Fairhope, AL 36532.
29. Application for Restaurant Liquor License by Thomas Genin, TBT Fairhope, LLC, d/b/a The Blind Tiger located at 1 Beach Road, Fairhope, AL 36532.
30. Application for Restaurant Liquor License by John Matus, Sports Biz, LLC, d/b/a Tammy's Sports Bar and Grill, located at 210 Eastern Shore Shopping Center, Fairhope, AL 36532.
31. Public Participation – (3 minutes maximum)
32. Adjourn

Next Regular Meeting – Monday, August 28, 2023 – Same Time Same Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 24 July 2023.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Councilmember Martin and the Pledge of Allegiance was recited.

Council President Robinson stated there was a need to add on an agenda item after Agenda Item Number 17: a resolution that the City Council authorizes Mayor Sullivan to select the citizen qualified to be appointed to the Baldwin County Board of Equalization; and to execute the appropriate documents for same.

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

Councilmember Conyers moved to approve minutes of the 10 July 2023, regular meeting; and minutes of the 10 July 2023, work session agenda meeting. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Thanked the Police Department for the Back to School Bash; and said it was a great day;
- 2) Budget work sessions with City Council begin this week; and thanked Kim and her Staff for their hard work on same;
- 3) Fairhope Avenue Project from State Highway 181 down Fairhope Avenue; and said will move as quickly as we can;
- 4) Thanked the City Council on agreeing with the name for the Clock Corner.

Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance, Section 7 Time Off From Work, 7.01 Paid Holidays and 7.02 Birthday Paid Day Off. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 14, 2023 City Council meeting.

24 July 2023

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope supports the Alabama Department of Transportation's Mega Grant application to Assist in Funding I-10 Mobile River Bridge and Bayway Project and any other sources of federal funding that may become available. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4793-23

WHEREAS, Interstate 10 is a major East-West corridor for commercial and personal vehicles, and is the only interstate highway that connects the East Coast, West Coast, and Gulf Coast of the United States; and

WHEREAS, the portion of Interstate 10 connecting Mobile and Baldwin Counties was initially built for 30,000 vehicles per day, but now services more than 100,000 vehicles on peak days, with traffic volumes growing steadily and continuously; and

WHEREAS, Mobile and Baldwin Counties are home to significant industry, whose workforce and suppliers rely on Interstate 10 to safely move people and goods across Mobile Bay; and

WHEREAS, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama and the entire Gulf Coast region; and

WHEREAS, traffic and congestion on Interstate 10 will continue to increase, with negative effects on public safety, commerce, and mobility in the region, if no action is taken; and

WHEREAS, the City of Fairhope agrees on the need for a new bridge over the Mobile River and Mobile Bay and a framework to achieve this goal; and

WHEREAS, the City of Fairhope recognizes that President Biden and Congress conceived and enacted the Infrastructure Investment and Jobs Act (IIJA), which includes a new discretionary grant program designed to address infrastructure challenges of this type and magnitude; and

WHEREAS, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the Mega Grant program; and

WHEREAS, this program can be a key funding component to address this crucial infrastructure need of local, regional, and national importance; now

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope supports the Alabama Department of Transportation's application for the Mega Grant and any other sources of federal funding that may become available.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan to execute a contract with JADE Consulting, LLC to perform Professional Engineering Services for Pecan Avenue Watershed Management Plan (RFQ PS23-024) with a not-to-exceed amount of \$52,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4794-23

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

[1] That the City Council hereby authorizes Mayor Sherry Sullivan to execute a contract with JADE Consulting, LLC to perform Professional Engineering Services for Pecan Avenue Watershed Management Plan (RFQ PS23-024) with a negotiated not-to-exceed fee of \$52,000.00.

[2] On July 10, 2023 at the Regular City Council Meeting the City Council approved the Mayor's selection for JADE Consulting, LLC to perform Professional Engineering Services; and authorized the Mayor to negotiate a not-to-exceed fee per Resolution No. 4792-23.

[3] The work to be performed by the engineering firm selected is to review watershed complaints and develop a potential remediation masterplan.

DULY ADOPTED THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves a three (3) year Elevator Maintenance Agreement on four (4) City Elevators with TK Elevator Corporation; services are available for direct procurement through the Sourcewell Purchasing Cooperative on (Sourcewell Contract #080420) with a not-to-exceed amount of \$31,680.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

24 July 2023

RESOLUTION NO. 4795-23

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

[1] That the City of Fairhope approves a three (3) year Elevator Maintenance Agreement on four (4) City Elevators with TK Elevator Corporation; services are available for direct procurement through the Sourcewell Purchasing Cooperative on (Sourcewell Contract #080420) with a not-to-exceed amount of \$31,680.00.

[2] The locations of elevators are:

- Fairhope Museum – 24 N. Section Street
- Fairhope Recreation Center – 803 N. Greeno Road
- Fairhope Library – 601 Fairhope Avenue
- Fairhope Parking Garage – 23 N. Section Street

[3] Annual amount not-to-exceed \$10,560.00; and for three (3) years \$31,680.00.

[4] Service with TK Elevator is sole source; and therefore does not have to be let out for bid.

[5] General Maintenance funds are budgeted through the end of FY2023, new contract amounts, and allocations will be included in the FY2024 budget submission.

[6] City Council approved Resolution No. 3775-20 at the regularly scheduled Council Meeting on July 27, 2020 for three (3) year elevator maintenance agreement with TK Elevator that will expire on July 26, 2023.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by Mayor Sherry Sullivan for (RFQ PS23-026) Southern Earth Sciences, Inc. to perform Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties; and hereby authorizes the Mayor to execute a Contract with a not-to-exceed amount of \$26,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

24 July 2023

RESOLUTION NO. 4796-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection by Mayor Sherry Sullivan for (RFQ PS23-026) Southern Earth Sciences, Inc. to perform Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties; and hereby authorizes the Mayor to execute a Contract with a not-to-exceed amount of \$26,000.00.

DULY ADOPTED THIS 24TH DAY OF JULY, 2023

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 Procurement of 7,300 Feet of 12-Inch Ductile Iron Pipe from Ferguson Waterworks for the Water Department with a not-to-exceed amount of \$349,670.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4797-23

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 7,300 Feet of 12-Inch Ductile Iron Pipe from Ferguson Waterworks for the Water Department with a not-to-exceed amount of \$349,670.00.
- [2] Four quotes were received. Ferguson Waterworks provided the lowest price of \$349,670.00. Pipe is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).
- [3] The 12" water main is required for the added pumping capacity to the south end of the system. This will increase capacity on and south of County Road 32.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the Annual Procurement of Tulip Bulbs for FY2024 for the Street Department to CJ Ruigrok & Sons with a not-to-exceed amount of \$34,634.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4798-23

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

[1] That the City Council approves the Annual Procurement of Tulip Bulbs for FY2024 for the Street Department to CJ Ruigrok & Sons with a not-to-exceed amount of \$34,634.00.

[2] FY2023 Budget for Flowers Expense was \$131,250.00, which has been exceeded by \$20,256.58 thus far and prior to the purchase requested here.

[3] Bulbs must be ordered in advance for delivery by Fall of 2023.

[4] Cost will be included in FY2024 Budget.

[5] Procurement is in agreement as allowed pursuant to Resolution No. 1650-10 adopted May 24, 2010, which designated "Like Item" Flora exceeds the \$15,000.00 state bid limit.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the Procurement of an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant to Republic Services for a not-to-exceed amount of \$11,331.16; and hereby authorizes Mayor Sherry Sullivan to execute the contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

24 July 2023

RESOLUTION NO. 4799-23

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

[1] That the City Council approves the Procurement of an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant to Republic Services for a not-to-exceed amount of \$11,331.16; and hereby authorizes Mayor Sherry Sullivan to execute the contract.

[2] The previous provider of this service, BCC Waste Solutions sent correspondence stating our contract with them has expired and they have no intention of providing future service past July 7, 2023.

[3] An additional quote was requested from another provider, Easy Haul Inc., and they were not equipped to handle the services needed.

[4] Funds are budgeted through the end of FY2023 and the new contract amount will be included in the FY2024 budget submission.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City Council reviewed an application for Special Retail License – More than 30 Days by Restaurant 85 North Bancroft LLC d/b/a The Mill at 85 North Bancroft Street, Fairhope, AL 36532. Councilmember Martin moved to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

City Council reviewed an application Special Retail License – More than 30 Days by Jenna Rachal, The Venue Fairhope, LLC d/b/a The Venue Fairhope at 105 South Section Street, Fairhope, AL 36532. Councilmember Martin moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

24 July 2023

City Council reviewed an application for a Restaurant Liquor License by Dana Jewett, Sebastians Fairhope LLC d/b/a Sebastians at 901 Fairhope Avenue, Fairhope, AL 36532. Councilmember Martin moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by Noel Hurtado, Cozumel Mexican Grill of Fairhope LLC d/b/a Cozumel Bar and Grill at 18177 Wright Blvd. Ste. 12, 13, 14, Fairhope, AL 36532. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Martin moved to appoint Carol Sullivan and Audra Warren to the Tree Committee for a three-year term which will expire in July 2026. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Sullivan to select the citizen qualified to be appointed to the Baldwin County Board of Equalization; and to execute the appropriate documents for same. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4800-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes Mayor Sullivan to select the citizen qualified to be appointed to the Baldwin County Board of Equalization; and to execute the appropriate documents for same.

Adopted on this 24th day of July, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2023

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:16 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
:
COUNTY OF BALDWIN) (

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 24 July 2023.

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

Council President Jay Robinson called the meeting to order at p.m.

The following topics were discussed:

- The first item on the agenda was the Discussion of Decommissioning Substations at
Nichols and Church by Electric Superintendent Ben Patterson. He explained the
testing of each substations and due diligence for the City of Fairhope.
- Discussion of the Naming of the Clock Corner was next on the agenda. Mayor
Sullivan explained the history for the corner with the Gastons. The consensus of the
City Council was to move forward with naming the Clock Corner "Gaston Plaza."
She said there would be two bronze plaques on each side of the bench./
- The next item on the agenda was the Discussion of Utilities Line of Credit for the
Water and Wastewater by City Treasurer Kim Creech. Councilmember Martin stated
he wants a study prepared for Water and Wastewater; and we need a plan for this.
Council President Robinson agreed with Councilmember Martin and said we are in
catchup phase. The consensus of the City Council was to get a Financial Advisor.
- City of Fairhope Purchasing Policy Guidelines Discussion was presented by Mayor
Sullivan; and she explained the changes in the bid laws. Mayor Sullivan commented
the Leadership Team agrees with the changes.
- Mayor Sullivan and City Treasurer Kim Creech began the Budget Discussions for
Revenue. Sales Tax was discussed; and Mayor Sullivan mentioned SSUT and said
the legislature is looking at taking some of these funds back.
- Councilmember Martin said the Recreation Board met and discussed the Fairhope
Storm Football Team; pickleball courts; and swimming pool. He also gave a brief
update on the Harbor Board; and said they would like a market analysis for Fairhope
Docks and revenue making ideas.

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

- Water and Wastewater Superintendent Daryl Morefield addressed the City Council
regarding Agenda Items No. 10 and No. 12; and answered any questions if needed.

Monday, 24 July 2023

Page -2-

- Interim Gas Superintendent Wes Boyett addressed the City Council and thanked the City Council and Mayor for attending the Gas Infrastructure meetings.
- Public Works Director Richard Johnson addressed the City Council and mentioned the completion of pickleball courts at Quail Creek Golf Course; and the roof at City Hall update. He briefly updated the City Council on the following items: Founders Project has been delayed; Clock Property Park; and Paving Project. Mr. Johnson explained Agenda Items No. 7, No. 8, and No. 11; and answered any questions if needed.
- Human Resources Director Cory Pierce addressed the City Council regarding Agenda Item No. 5; and answered any questions if needed. Mayor Sullivan explained the ordinance; and also answered any questions if needed. Councilmember Boone thanked Mr. Pierce for his service with the City of Fairhope; and commented this would be his last City Council meeting.
- Captain John Hamrick addressed the City Council regarding Agenda Items No. 13, No. 14, No. 15, and No. 16; and answered any questions if needed.
- Councilmember Martin addressed the City Council regarding Agenda Item No. 17; and answered any questions if needed. He mentioned the Tree Ordinance and some changes needing to be made.
- Mayor Sullivan addressed the City Council regarding Agenda Item No. 6; and answered any questions if needed.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:30 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

7 August 2023

NOTICE AND CALL OF SPECIAL MEETING

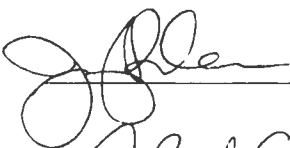
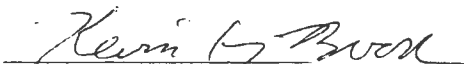
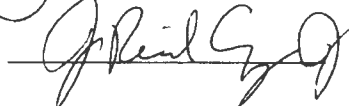

Notice is hereby given of a special emergency meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Monday, August 7, 2023, at 11:45 a.m., for the purpose of:

- ❖ Resolution to declare a State of Emergency for the City of Fairhope: That the City Council of the City of Fairhope hereby officially declares a “Water Emergency” pursuant to Ordinance No. 1682; and authorizes Mayor Sherry Sullivan to implement any or all of the Phases: Phase I - Water Alert, Phase II - Water Warning, and Phase III - Water Emergency to avoid further strain on our infrastructure and to protect health, safety, and welfare of the City of Fairhope Water System users.

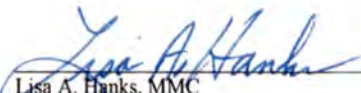

Jay Robinson, Council President

CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special Emergency Meeting hereinabout set forth and do hereby consent to the holding of such meeting as such time in such place for the purpose set forth therein

Attest:


Lisa A. Hanks, MMC
City Clerk

7 August 2023

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in special session at 11:45 a.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 7 August 2023.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell, Jimmy Conyers, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus 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 at 11:45 a.m.

Council President Robinson announced that the Special Meeting was called to due to the emergency circumstances with the water consumption by users of the City of Fairhope Water System requiring immediate action to avoid further strain on our infrastructure and to protect health, safety, and welfare of the these users, is desirous on declaring a “Water Emergency” pursuant to Ordinance No. 1682; and to authorize the Mayor to implement any or all of the Phases: Phase I Water Alert, Phase II Water Warning, and Phase III Water Emergency.

Mayor Sullivan addressed the City Council and requested they declare an emergency and allow her to implement Phase III due to low water pressure and the need to let our water tanks to recover. She said the tanks are not filling to capacity and the main issue is irrigation systems and lack of rainfall. Mayor Sullivan stated some citizens have complained of brown water. Council President questioned the reason for Phase III is not lack of water but retention and low pressure. Mayor Sullivan explained the need for another water tank in the future and other aquifers.

Council President Robinson read the entire resolution before the City Council voted. Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council of the City of Fairhope hereby officially declares a “Water Emergency” pursuant to Ordinance No. 1682; and authorizes the Mayor to implement any or all of the Phases: Phase I - Water Alert, Phase II - Water Warning, and Phase III - Water Emergency to avoid further strain on our infrastructure and to protect health, safety, and welfare of the City of Fairhope Water System users. The motion was seconded by Councilmember Conyers.

7 August 2023

Mayor Sullivan reiterated that irrigation is an issue. She said we implemented Phase I but it did not work. It states “Fairhope Utilities water customers are requested to voluntarily limit water usage to only what is absolutely necessary for health, business and outdoor use. Customers are asked to irrigate between midnight and 4:00 a.m.” Mayor Sullivan stated we asked customers to water at night but we see them watering during the day. She said these are extreme weather patterns.

Councilmember Burrell questioned what triggers the Phases. Mayor Sullivan replied by reading the following from the ordinance:

- Phase I: When water demand reaches an average of 80% capacity over 7 consecutive days
- Phase II: When water demand reaches an average of 90% capacity over 7 consecutive days
- Phase III: When water demand reaches an average of 100% capacity over 3 consecutive days

Councilmember Burrell suggested amending the ordinance to 7 out of 10 days or 5 out of 10 days. Councilmember Conyers stated he liked 7 out of 10 days or 5 out of 7 days. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 4801-23

WHEREAS, the City of Fairhope adopted Ordinance No. 1682: an ordinance to establish an Emergency Water Conservation Plan for the City of Fairhope for Customers or Persons who use the City of Fairhope Water System; and

WHEREAS, the City Council, due to the emergency circumstances with the water consumption by users of the City of Fairhope Water System requiring immediate action to avoid further strain on our infrastructure and to protect health, safety, and welfare of the these users, is desirous on declaring a “Water Emergency” pursuant to Ordinance No. 1682; and to authorize the Mayor to implement any or all of the Phases: Phase I Water Alert, Phase II Water Warning, and Phase III Water Emergency; and

WHEREAS, Phase I, the Water Alert Phase, has been in effect which is a voluntary phase to limit the amount of water to the amount that is absolutely necessary for health, business, and outdoor use. However the water demand is still rising daily; and

WHEREAS, Phase II and Phase III require the City Council to declare an emergency before the Mayor can implement these two mandatory phases.

7 August 2023

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN REGULAR SESSION ON AUGUST 7, 2023, as follows: the City Council of the City of Fairhope hereby officially declares a “Water Emergency” pursuant to Ordinance No. 1682; and authorizes the Mayor to implement any or all of the Phases: Phase I - Water Alert, Phase II - Water Warning, and Phase III - Water Emergency to avoid further strain on our infrastructure and to protect health, safety, and welfare of the City of Fairhope Water System users.

ADOPTED AND APPROVED THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell commented he came down County Road 33 and saw a lot of work being done on the treatment plant and water line. He said we are slowing progressing but it takes time. Mayor said we are preparing for the future with possible new well within 18 months. The consensus of the City Council was to amend the Water Conservation Plan Ordinance; and bring back for discussion. Councilmember Burrell suggested a sunset clause for ending Phases. Councilmember Conyers suggested Phases at 75%, 85%, and 95% respectively because it is too late to enact at 100%.

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 12:06 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk



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

10/28/13 JAW

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME KOMAL BEN Jay Ambe Fairhope LLC SSN# _____ 1
 AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH INDIA -
 MAILING ADDRESS 9548 VARGAS CT DAPHNE AL 36526
 HOME # _____ WORK # _____
 CELL # _____ FAX # _____
 RESIDENCE ADDRESS 9548 VARGAS CT DAPHNE AL 36528
 NO. YEARS AT PRESENT ADDRESS 18^{MONTHS} NO. YEARS AT PREVIOUS ADDRESS _____
 PREVIOUS ADDRESS 3661 AIRPORT BLVD APT # K3 mobile AL
 NAME AND ADDRESS OF BUSINESS LIQUOR LAND
19690 GREENO ROAD FAIRHOPE AL 36532
 NAME OF CORPORATION JAY AMBE FAIRHOPE LLC
 BUSINESS LOCATION 19690 GREENO ROAD FAIRHOPE AL 36532
 HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES
 IF SO, WHERE FOLEY AL- UNDER WHAT NAME SHREE SAI BLESSINGS LLC
 HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____
 WHEN _____ WHAT WAS CHARGE _____
 DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<u>TRIVEDI DHARMENDRA</u>	<u>9548 VARGAS CT DAPHNE AL</u>	
<u>PRITESH SONI</u>	<u>3524 BREITWISER LN NAPERVILLE IL</u>	
<u>Connie Wood</u>	<u>732 Orange CT Foley AL 36535</u>	

City of Fairhope
 Alcoholic Beverage
 License Application
 Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE**
- 160 - SPECIAL RETAIL LICENSE** – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE**
- 210 - WINE IMPORTER LICENSE**
- 200 - WINE MANUFACTURER LICENSE**
- 240 - NON-PROFIT TAX EXEMPT LICENSE**

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

<p><u>K-D-Trivedi</u> SIGNATURE (FULL NAME) KOMALBEN DHARMENDRA TRIVEDI</p>	<p><u>07 17 23</u> DATE</p>
<p>NOT APPROVED _____ DATE _____ Chief of Police</p> <p>APPROVED <u>[Signature]</u> DATE <u>7/26/23</u> Chief of Police</p>	<p>NOT APPROVED _____ DATE _____ BY COUNCIL _____ City Clerk</p> <p>APPROVED _____ DATE _____ BY COUNCIL _____ City Clerk</p>

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1510
KNOWN AS THE PERSONNEL RULES, POLICIES
AND PROCEDURES ORDINANCE**

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

Amend the following to:

SECTION 7 – TIME OFF FROM WORK

7.01 PAID HOLIDAYS

The City observes the following as paid holidays for regular full-time employees and appointed officials:

New Year's Day: January 1st

Martin Luther King's Birthday: Third Monday in January

Mardi Gras Day

Memorial Day: Last Monday in May

Juneteenth Day: June 19th

Independence Day: July 4th

Labor Day: First Monday in September

Veteran's Day: November 11th

Thanksgiving Day: Fourth Thursday in November

Day after Thanksgiving

Christmas Eve: December 24th

Christmas Day: December 25th

The City Council may grant additional days off.

Paid holidays that fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday. To receive holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after the holiday unless the employee's Department Head has approved the scheduled work day off in advance as paid vacation under *Personnel Rules Section 7.03*.

Work On Holidays

Because many essential City services must be provided on holidays, employees, including part-time and temporary employees, may be scheduled to work on a holiday. If so, the employee will be paid one and one-half times his/her regular rate of pay for all hours worked on the holiday.

In addition, to prepare for certain holidays as determined by the Mayor, employees may be paid at their overtime rate for set-up activities even if the work is not performed on the holiday and regardless of whether the employee works in excess of 40 hours during the workweek.

Ordinance No. _____

Page -2-

7.02 BIRTHDAY

Regular full-time employees with at least one year of service may take their birthday as a paid day off. With prior permission of the Department Head, the birthday paid leave may be taken at any time during the calendar year, but may not be carried to the next calendar year.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

Adopted this 14th Day of August, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Adopted this 14th Day of August, 2023

Sherry Sullivan, Mayor

SECTION 7 – TIME OFF FROM WORK

7.01 PAID HOLIDAYS

The City observes the following as paid holidays for regular full-time employees and appointed officials:

New Year's Day: January 1st

Martin Luther King's Birthday: Third Monday in January

Memorial Day: Last Monday in May

Independence Day: July 4th

Labor Day: First Monday in September

Veteran's Day: November 11th

Thanksgiving Day: Fourth Thursday in November

Day after Thanksgiving

Christmas Eve: December 24th – ½ day off

Christmas Day: December 25th

Birthday or Personal Day (After one year of service)

The City Council may grant additional days off.

Paid holidays that fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday. To receive holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after the holiday unless the employee's Department Head has approved the scheduled work day off in advance as paid vacation under *Personnel Rules Section 7.03*.

Work On Holidays

Because many essential City services must be provided on holidays, employees, including part-time and temporary employees, may be scheduled to work on a holiday. If so, the employee will be paid one and one-half times his/her regular rate of pay for all hours worked on the holiday.

In addition, to prepare for certain holidays as determined by the Mayor, employees may be paid at their overtime rate for set-up activities even if the work is not performed on the holiday and regardless whether the employee works in excess of 40 hours during the workweek.

7.02 BIRTHDAY

Regular full-time employees with at least one year of service may take their birthday as a paid holiday. With prior permission of the Department Head, the birthday holiday may be taken at anytime during the calendar year, but may not be carried to the next calendar year.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE NO. 1682:
AN EMERGENCY WATER CONSERVATION PLAN FOR THE
CITY OF FAIRHOPE FOR CUSTOMERS OR PERSONS
WHO USE THE CITY OF FAIRHOPE WATER SYSTEM**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article II, Sections 10.5-54, 10.5-55, and 10.5-56. are hereby amended to reflect the following changes and additions:

Section 10.5-54 WATER CONSERVATION PHASES

The onset of an emergency situation or anticipated onset of drought and the necessary adjustment and management techniques depend on the severity of the water emergency. Therefore, upon a declaration of an emergency by the Governing Body of the City of Fairhope, water conservation phases will be implemented on following criteria:

- Phase I: When water demand reaches an average of 80% capacity for 7 out of 10 days
- Phase II: When water demand reaches an average of 90% capacity for 7 out of 10 days
- Phase III: When water demand reaches an average of 95% capacity for 7 out of 10 days

Section 10.5-55 WATER CONSERVATION RESPONSE

Specific conservation management responses are listed according to the conservation phase. The phases are dependent on the ability of City of Fairhope to foresee conditions which would affect water allotments or water availability. After declaration of the drought or water emergency stage by Governing Body, the City Council is to authorize the Mayor to implement any or all the following:

New lawns and landscaping would be exempt for 30 days from the date of planting.

Phase I: WATER ALERT – Voluntary. All customers or persons who use City of Fairhope water system are requested to voluntarily limit the amount of water to the amount that is absolutely necessary for health, business, and outdoor use. The Alert will remain in effect until lifted by the Governing Body or until demand averages at or below 80% of capacity for 7 out of 10 days. No emergency declaration by the Governing Body is needed to implement Phase I.

Phase II: WATER WARNING – Mandatory Compliance. Beginning at a time deemed necessary by City of Fairhope and after public notification, the following restrictions shall apply to all residential customers or persons who use City of Fairhope water system. Phase II restrictions will remain in effect until lifted by the Governing Body or until demand averages at or below 90% of capacity for 7 out of 10 days:

Irrigation utilizing individual sprinklers from hoses or buried sprinkler systems for the purpose of watering lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited, except on designated water-use days which shall be as follows:

- Odd-numbered street addresses will water on Monday and Wednesday
- Even-numbered street addresses will water on Tuesday and Thursday
- No irrigation shall be performed between the hours 5:00 a.m. - 9:00 a.m. and 5:00 p.m. - 9:00 p.m.
- No watering will be allowed on Friday, Saturday, and Sunday

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Odd	Even	Odd	Even	No	No	No
Addresses	Addresses	Addresses	Addresses	Watering	Watering	Watering
Water	Water	Water	Water	Allowed	Allowed	Allowed

Phase III: WATER EMERGENCY – Mandatory Compliance. Upon implementation by City of Fairhope and after public notification, the following restrictions shall be imposed in place of Phase II restrictions (until further notice) to all residential City of Fairhope water system customers or persons who use City of Fairhope water system:

- Irrigation utilizing individual sprinklers from hoses or buried sprinkler systems for the purpose of watering lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited.
- Washing of private vehicles is prohibited.
- Commercial car washes and service stations are exempt from this restriction.
- Topping off of swimming pools by users of water at street addresses containing odd numbers on Monday and Wednesday; and by users of water at street addresses containing even numbers on Tuesday and Thursday. Empty swimming pools may be filled only with City of Fairhope approval.
- Washing of sidewalks, streets, driveways, parking areas, tennis courts, patios or other paved areas is absolutely prohibited except by the street department and fire department to alleviate health or fire hazard.
- Taking water from a fire hydrant is prohibited without written permission from City of Fairhope. The water system, street department, and fire department are exempt from this condition in order to properly maintain the water system and provide for public health and safety.

Phase III restrictions will remain in effect until lifted by the Governing Body or until demand averages at or below 95% of capacity for 7 out of 10 days and 1.5 inches of rain are received within a 7 day period.

When easing Phase III restrictions, the new Phase will be determined by the demand average. If demand average is 90-94%, the new Phase will be Phase II. If the demand average is 80-89%, the Phase will be Phase I. If the demand average is less than 80%, no Phase will be in effect.

VI. VIOLATIONS

Violations of this Ordinance shall be punished as follows:

First Time Offense	Warning
Second Time Offense	\$300.00 Fine
Third and Subsequent Offenses	\$500.00 Fine

The Balance of Chapter 10.5 – Article II. – Emergency Water Conservation Plan remains as written and codified in the City of Fairhope Code of Ordinances.

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

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

ADOPTED THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 14TH DAY OF AUGUST, 2023

Sherry Sullivan, Mayor

Sec. 10.5-54. - Water conservation phases.

The onset of an emergency situation or anticipated onset of drought and the necessary adjustment and management techniques depend on the severity of the water emergency. Therefore, upon a declaration of an emergency by the governing body of the city, water conservation phases will be implemented on following criteria:

- *Phase I:* When water demand reaches an average of eighty (80) percent capacity over seven (7) consecutive days.
- *Phase II:* When water demand reaches an average of ninety (90) percent capacity over seven (7) consecutive days.
- *Phase III:* When water demand reaches an average of one hundred (100) percent capacity over three (3) consecutive days.

(Ord. No. 1682, § IV, 5-13-20)

Sec. 10.5-55. - Water conservation response.

Specific conservation management responses are listed according to the conservation phase. The phases are dependent on the ability of city to foresee conditions which would affect water allotments or water availability. After declaration of the drought or water emergency stage by governing body, the city council is to authorize the mayor to implement any or all the following:

New lawns and landscaping would be exempt for thirty (30) days from the date of planting.

Phase I: Water alert—Voluntary. All customers or persons who use city water system are requested to voluntarily limit the amount of water to the amount that is absolutely necessary for health, business, and outdoor use. This will remain in effect until demand falls below criteria for seven (7) consecutive days. No emergency declaration by the governing body is needed to implement phase I.

Phase II: Water warning—Mandatory compliance. Beginning at a time deemed necessary by city and after public notification, the following restrictions shall apply to all residential customers or persons who use city water system. These restrictions will be in effect until lifted by the governing body or until demand averages at or below ninety (90) percent of capacity for seven (7) consecutive days:

Irrigation utilizing individual sprinklers from hoses or buried sprinkler systems for the purpose of watering lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited, except on designated water-use days which shall be as follows:

- Odd-numbered street addresses will water on Monday and Wednesday.

- Even-numbered street addresses will water on Tuesday and Thursday.
- No irrigation shall be performed between the hours 5:00 a.m.—9:00 a.m. and 5:00 p.m.—9:00 p.m.
- No watering will be allowed on Friday, Saturday, and Sunday.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Odd	Even	Odd	Even	No	No	No
Addresses	Addresses	Addresses	Addresses	Watering	Watering	Watering
Water	Water	Water	Water	Allowed	Allowed	Allowed

Phase III: Water emergency—Mandatory compliance. Upon implementation by city and after public notification, the following restrictions shall be imposed in place of phase II restrictions (until further notice) to all residential city water system customers or persons who use city water system:

- Irrigation utilizing individual sprinklers from hoses or buried sprinkler systems for the purpose of watering lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited.
- Washing of private vehicles is prohibited on Friday, Saturday, and Sunday.
- Commercial car washes and service stations are exempt from this restriction.
- Swimming pools will be filled by users of water at street addresses containing odd numbers on Monday and Wednesday. Swimming pools will be filled by users of water at street addresses containing even numbers on Tuesday and Thursday.
- Washing of sidewalks, streets, driveways, parking areas, tennis courts, patios or other paved areas is absolutely prohibited except by the street department and fire department to alleviate health or fire hazard.
- Taking water from a fire hydrant is prohibited without written permission from city. The water system, street department, and fire department are exempt from this condition in order to properly maintain the water system and provide for public health and safety.

These restrictions will be in effect until lifted by the governing body or until demand averages at or below one hundred (100) percent of capacity for seven (7) consecutive dates.

(Ord. No. 1682, § V, 5-13-20)

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to appoint the following persons as special Prosecutors to be used when the City Attorney, Marcus E. McDowell, has a conflict with certain cases at a fee of \$100.00:

James H. Sweet
Patrick Prendergast
Trey Canida
W. Lee Webb
William "Liam" Scully

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Resolution No. 3299-19 is hereby repealed and replaced.

ADOPTED 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Fairhope, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

[SEE ATTACHED LIST OF EQUIPMENT]

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by one of the following methods:

- a. Receiving bids for such property (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall grant the authority to the Mayor to reject all bids when, in her opinion, she deems the bids to be less than adequate consideration for the personal property.
- b. Sold for scrap or recycle at the highest offered value.
- c. Disposal via landfill.
- d. 7 – 416.3 KVA 546 Amp Siemens Regulars will be sold to highest bidder.

ADOPTED AND APPROVED THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

GOV DEALS

RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	FORD F-550 DIESEL	71,078	2006	1FDAF56P76EA01920
GOV DEAL	CHEVROLET COLORADO	129,409	2006	1GCCS148968206294
GOV DEAL	CHEVROLET MALIBU	112,266	2010	1G1ZA5E06AF190131
GOV DEAL	FORD F SUPER DUTY DIESEL	180,000	1990	2FVLF47M2LCB06051
GOV DEAL	INTERNATIONAL 1654 FLAT BED DIESEL	1,216 HRS.	1984	1HTLAHEM1FHA27003
GOV DEAL	FORD F250	126,563	2003	1FDNF20L43ED58604
GOV DEAL	TRAILER BLUE 90 X 40			
GOV DEAL	CHEVROLET SUBURBAN		2009	1GNGC46K19R198674
GOV DEAL	BEAD BLASTER			
GOV DEAL	CHEVROLET COLORADO	164,014	2006	1GCCS196268306261
GOV DEAL	CATERPILLER GENERATOR W/FUEL TANK 3056			1ML01337
GOV DEAL	ASSET 00000 (000) GOLF GROUNDS BENDPAK TURF MAINTENANCE LIFT KIT			
BIDS	7 - 416.3 KVA 546 AMP SIEMENS REGULATORS (sold to highest bidder)			
GOV DEAL	2009 JOHN DEERE TRACTOR 7130 WITH SABER TOOTH TIGER SIDE ARM MOWER 6710 1543			

RESOLUTION NO. _____

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

[1] That the City of Fairhope awards RFQ for Rehab Engineering Services for (RFQ PS23-019) Dog House Lift Station Project to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

JAW



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: July 31, 2023

Re: Requesting Approval by City Council to award RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation

The Superintendent of Water and Wastewater Department, Daryl Morefield, has requested to hire an Engineering Firm for the rehabilitation of the Dog House Pump Station, which will be using funds provided through the American Rescue Plan Act (ARPA) of 2021.

Request for Qualifications RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation was advertised in three (3) statewide newspapers for three (3) weeks, and on the City website, beginning June 11, 2023. The bid was viewed by 154 of the 375 vendors who received e-notifications through the City website. The bid was opened on July 11, 2023 at 10:00 a.m. Six (6) firms responded.

The proposals were evaluated by five (5) City of Fairhope staff (see attached Evaluation Score Sheet). The recommendation by the evaluation team is to hire Kimley-Horn and Associates.

The Superintendent of Water and Wastewater Department, Daryl Morefield, and the Evaluation Committee requests approval of the award of RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation to Kimley-Horn and Associates.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation to Kimley-Horn and Associates and approve the Mayor to negotiate the fee schedule for the contract.

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

Enclosure

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

Cc: Daryl Morefield, Nicole Love

CITY OF FAIRHOPE EVALUATION
Request for Qualifications No. PS23-023

NAME: Professional Engineering Services for Dog House Pump Station Rehabilitation

Opened: July 11, 2023 at 10:00 A.M.

Bowman

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-20	15	18	17	17	18
Criteria 2: Experience of Proposed Key Personnel	0-20	19	15	17	16	18
Criteria 3: Resources and Availability	0-10	8	8	8	7	7
Criteria 4: Experience with Federally Funded Projects	0-10	6	8	10	7	9
Criteria 5: Understanding and Familiarity with the Needs of the Environment of the Community	0-20	18	16	19	15	18
Criteria 6: Previous Experience in Working with Publicly Owned Utilities	0-20	16	16	18	16	18
Total Score:		82	81	89	78	88
Average Score:						84

Dewberry Engineers, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-20	16	18	20	17	20
Criteria 2: Experience of Proposed Key Personnel	0-20	16	16	19	17	18
Criteria 3: Resources and Availability	0-10	8	4	9	5	9
Criteria 4: Experience with Federally Funded Projects	0-10	7	8	8	8	8
Criteria 5: Understanding and Familiarity with the Needs of the Environment of the Community	0-20	17	18	19	17	18
Criteria 6: Previous Experience in Working with Publicly Owned Utilities	0-20	17	16	20	17	20
Total Score:		81	80	95	81	93
Average Score:						86

Goodwyn Mills Cawood (GMC)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-20	16	16	19	15	19
Criteria 2: Experience of Proposed Key Personnel	0-20	17	14	18	14	18
Criteria 3: Resources and Availability	0-10	7	2	9	4	8
Criteria 4: Experience with Federally Funded Projects	0-10	6	8	8	7	8
Criteria 5: Understanding and Familiarity with the Needs of the Environment of the Community	0-20	16	14	19	13	19
Criteria 6: Previous Experience in Working with Publicly Owned Utilities	0-20	17	14	19	13	20
Total Score:		79	68	92	66	92
Average Score:						79

Kimley-Horn and Associates

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-20	18	18	20	18	20
Criteria 2: Experience of Proposed Key Personnel	0-20	18	18	19	19	19
Criteria 3: Resources and Availability	0-10	10	8	9	8	9
Criteria 4: Experience with Federally Funded Projects	0-10	10	8	9	7	9
Criteria 5: Understanding and Familiarity with the Needs of the Environment of the Community	0-20	19	16	19	17	20
Criteria 6: Previous Experience in Working with Publicly Owned Utilities	0-20	19	16	20	18	20
Total Score:		94	84	96	87	97
Average Score:						92

Overstreet & Associates

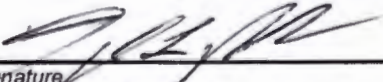
	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-20	16	14	18	14	18
Criteria 2: Experience of Proposed Key Personnel	0-20	16	14	18	15	18
Criteria 3: Resources and Availability	0-10	8	6	8	7	8
Criteria 4: Experience with Federally Funded Projects	0-10	5	6	9	6	8
Criteria 5: Understanding and Familiarity with the Needs of the Environment of the Community	0-20	14	14	18	14	18
Criteria 6: Previous Experience in Working with Publicly Owned Utilities	0-20	14	15	19	14	19
Total Score:		73	69	90	70	89
Average Score:						78

Thompson Engineering

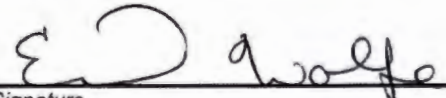
	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-20	14	17	17	15	17
Criteria 2: Experience of Proposed Key Personnel	0-20	17	15	16	15	17
Criteria 3: Resources and Availability	0-10	6	8	7	8	8
Criteria 4: Experience with Federally Funded Projects	0-10	6	8	8	7	9
Criteria 5: Understanding and Familiarity with the Needs of the Environment of the Community	0-20	17	16	19	15	18
Criteria 6: Previous Experience in Working with Publicly Owned Utilities	0-20	14	16	18	14	18
Total Score:		74	80	85	74	87
Average Score:						80

Recommendation:

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



 Signature
Daryl Morefield, Water/Wastewater Superintendent



 Signature
Erin Wolfe, Purchasing Manager



RFQ PS23-023

July 2023



Statement of Qualifications

**Professional Engineering Services for
Dog House Pump Station Rehabilitation
American Rescue Plan Act of 2021 (ARPA)**

Kimley»Horn

Table of Contents

Section 1 – Cover Letter..... 2

Section 2 – Firm Profile 4

Section 3 – Firm Experience 4

Section 4 – Firm Proximity to and Familiarity with the City of Fairhope 9

Section 5 – Project Team..... 10

Section 6 – Project Approach 18

Section 7 – Project References..... 21

Section 8 – Equal Opportunity 21

Section 9 – Debarment Certification (Active Registration in SAM.gov) 21

Section 1 — Cover Letter



July 11, 2023

Erin Wolfe, Purchasing Manager
City Services and Public Utilities Building
555 South Section Street
Fairhope, AL 36532

Re: RFQ No. PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation American Rescue Plan Act of 2021 (ARPA)

Dear Ms. Wolfe and Members of the Selection Committee:

The City of Fairhope seeks the services of a professional engineering firm to provide Professional Engineering Services for the Dog House Pump Station Rehabilitation (RFQ No. PS23-023). The services to be provided for this project will be determined by the City and will include all stages of grant administration assistance and compliance, design, bidding, and construction phase services. Kimley-Horn understand services may include civil engineering, surveying, geotechnical, structural engineering, electrical engineering, environmental permitting, bidding, costing, budgeting, and construction inspection services.

The scope of this contract requires an excellent working relationship with the City of Fairhope and a team that can function as a seamless extension of your staff to complete this project on time and within budget. Our Kimley-Horn team was specifically chosen to exceed your expectations for all tasks on this project. As you review our qualifications, please consider the following benefits of our team:

QUALIFICATIONS, KNOWLEDGE, AND EXPERTISE REGARDING THE PROPOSED SCOPE OF WORK. Our team was assembled to provide technical expertise and extensive experience in permitting, grant administration assistance and compliance, hydraulic modeling for proper sizing of pumps, and pump station rehabilitation design. This team structure offers you the best of both worlds: a local team consisting of professionals with over two decades of experience working within this region, backed by the unmatched resources of a nationally ranked engineering firm. As a firm, in the last 10 years we have completed over 3,400 collection and conveyance system projects. We have provided client contacts for each of our representative projects, and we encourage the review committee to contact our references.

EXPERIENCE OF PROPOSED KEY PERSONNEL. As your project manager, I have over 25 years of experience related to pump station design and rehabilitation projects. During this time, I have served the surrounding area utility clients that include: Emerald Coast Utilities Authority (ECUA), Mobile Area Water and Sewer System (MAWSS), City of Chickasaw, City of Fairhope, and the Jackson County Utility Authority (JCUA). Over the past 24 years, I have been involved with the successful rehabilitation of over 40 pump stations, the design of over 30 new pump stations. I am supported by local staff assigned to this project that includes Jason Gault, P.E., Brock Jones, P.E., Taylor Channell, E.I, and Ben Shipley, E.I. As the local team we have more than 70 years of combined experience with projects similar in scope. Furthermore, our local team is supported by key subcontractors that include: **McCrary and Williams** (Surveying and a WBE Firm), **Isaiah Engineering** (Electrical and a MBE firm), and **Geotechnical Engineering and Testing** (Geotechnical).

RESOURCES AND AVAILABILITY. As a firm, Kimley-Horn has an exceptional reputation for delivering quality wastewater consulting services for clients across the nation, and we have extensive experience with pump station design and rehabilitation projects. The Kimley-Horn approach is rooted in our client relationships and willingness to listen to your needs, constraints, and goals. Our team has the ability to perform the work and will be a highly responsive partner to the City and key contributor in your efforts to best serve your residents. We pledge to deliver solutions with your interests in mind. In addition to our local staff, we have access to more than 7,500 Kimley-Horn professionals in 100+ offices across the United States and can call upon their services if a specific project task demands it or special expertise is required.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 023-22), Disaster Debris Removal Monitoring Services 2022 for the Public Works Department, with True North Emergency Management, LLC per the terms and conditions of the original contract. The cost of this contract will be determined if it is activated at the time of a disaster.

Adopted on this 14th day of August, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Extension No. 1 of Contract for Bid No. 023-22 Disaster Debris Removal Monitoring Services (2022)

Project Location: City wide

Presented to City Council: 8/14/2023

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ _____ - To Be Determined at Time of Disaster

AUG 4 '23 PM 4:45 *Jaw*

Vendor: True North Emergency Management, LLC (Vendor #6142)

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: To Be Determined
G/L Acct Name: Specific Disaster Cost G/L Account

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

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

Over (Under) budget amount: \$ _____

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

Approve the Extension No. 1 for Bid No. 023-22 Disaster Debris Removal Monitoring Services 2022 to True North Emergency Management, LLC, for the same terms and conditions as the original bid award for which the contract was executed September 8, 2022. The request for Extension No. 1 will extend the referenced contract until September 7, 2024. Authorize Mayor to execute Extension No. 1 of contract.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? 07/11/22 Regular Meeting Bid Awarded (Original Contract Executed on 09/08/22)

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

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
City Treasurer

Date: July 25, 2023

Re: **Requesting Green Sheet and Approval by City Council for Extension No. 1 for Bid No. 023-22 Disaster Debris Removal Monitoring Services 2022**

The Director of Public Works, Richard Johnson, is requesting Extension No. 1 for Bid No. 023-22 Disaster Debris Removal Monitoring Services 2022. The original contract was executed on September 8, 2022 and awarded to True North Emergency Management, LLC. The request for Extension No. 1 will extend the referenced contract until September 7, 2024.

The Vendor has agreed to Extension No. 1, with all terms and conditions of the bid award.

Please place on the next City Council Agenda this request to approve the Extension No. 1 for Bid No. 023-22 Disaster Debris Removal Monitoring Services 2022 to True North Emergency Management, LLC for the same terms and conditions as the original bid award.

Enclosure

Cc: Richard Johnson, Clint Steadham

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

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

City of Fairhope
Bid No. 023-22
Disaster Debris Removal Monitoring Services 2022
Contract Extension No. 1

This EXTENSION NO.1 of CONTRACT ("Extension") is made this _____ day of _____, 2023, for the purpose of extending the agreement known as **Bid No. 023-22 Disaster Debris Removal Monitoring Services 2022**, dated **September 8, 2022**, ("Original Contract") between the **City of Fairhope** and **True North Emergency Management, LLC** (the "Parties").

1. Extension 1 of this agreement, which is attached hereto as a part of this Extension, is described below:

Bid No. 023-22 Disaster Debris Removal Monitoring Services 2022

and will end on **September 7, 2023 at midnight**.

2. The Parties agree to extend Extension 1 agreement for an additional period, which will begin immediately upon the expiration of the original time period **September 8, 2023** and will end on **September 7, 2024**.

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Sherry Sullivan, Mayor**

BY: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public _____

My Commission Expires: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 026-22), On Call Contractor for Gas Department, with Equix Energy Services, LLC as per the terms and conditions of the original contract. The annual cost not-to-exceed \$200,000.00.

Adopted on this 14th day of August, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Extension No. 1 for Bid No. 026-22 for On-Call Contractor for Gas Department

Aug 7 2023 11:24 *Law*

Project Location: Gas Dept

Presented to City Council: 8/14/2023

Funding Request Sponsor: Wes Boyett, Interim Gas Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:

Cost: \$ 200,000.00 Not to exceed

Vendor: Equix Energy Services, LLC (Vendor #6179)

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
G/L Acct Name: Capital Sys Improve Budget

Federal - not to exceed amount
State
City
Local

Project Budgeted: \$ 200,000.00 (Will include in FY24 Budget)
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

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

Approve Extension No. 1 for Bid No. 026-22 On-Call Contract for Gas Department with Equix Energy Services, LLC, in an amount to be determined based on necessary usage of services. This request will extend the referenced contract until September 7, 2024. Professional Services are budgeted *in total* for Gas Department for FY23 at \$289,000. Authorize Mayor to execute contract Extension No. 1.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? 07/11/22 Bid No. 026-22 Awarded (Original Contract Executed 09/08/22)

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures:

Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

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
City Treasurer

Date: August 2, 2023

Re: Requesting Green Sheet and Approval by City Council for Extension No. 1 for Bid No. 026-22 On Call Contractor for Gas Department

The Interim Superintendent of the Gas Department, Wes Boyett, is requesting Extension No. 1 for Bid No. 026-22 On Call Contractor for Gas Department. The original contract was executed on September 8, 2022 and awarded to Equix Energy Services, LLC. The request for Extension No. 1 will extend the referenced contract until September 7, 2024.

The Vendor has agreed to Extension No. 1, with all terms and conditions of the bid award.

Please place on the next City Council Agenda this request to approve the Extension No. 1 for Bid No. 026-22 On Call Contractor for Gas Department to Equix Energy Services, LLC for the same terms and conditions as the original bid award.

Enclosure

Cc: Wes Boyett, Clint Steadham

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

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

City of Fairhope
Bid No. 026-22
On Call Contractor for Gas Department
Contract Extension No. 1

This EXTENSION NO.1 of CONTRACT ("Extension") is made this _____ day of _____, 2023, for the purpose of extending the agreement known as **Bid No. 026-22 On Call Contractor for Gas Department**, dated **September 8, 2022**, ("Original Contract") between the **City of Fairhope** and **Equix Energy Services, LLC** (the "Parties").

1. Extension 1 of this agreement, which is attached hereto as a part of this Extension, is described below:

Bid No. 026-22 On Call Contractor for Gas Department

and will end on **September 7, 2023 at midnight**.

2. The Parties agree to extend Extension 1 agreement for an additional period, which will begin immediately upon the expiration of the original time period **September 8, 2023** and will end on **September 7, 2024**.

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Sherry Sullivan, Mayor**

BY: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public _____

My Commission Expires: _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____

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

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

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

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as
Type or Print Name of Bid Signer

Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public _____

My Commission Expires _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$1,245.80 and to award Change Order No. 1 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$71,274.20.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Change Order No. 2 for the Contract with Hernandez Demolition and Remediation, LLC for Bid No. 23-016-COF-2023-EDA001A Asbestos Abatement

Project Location: Fairhope K-1 Center

Presented to City Council: 8/14/2023

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 1,245.80 Not-to-Exceed Amount

AUG 4 '23 14:45 JAW

Vendor: Hernandez Demolition and Remediation, LLC (Vendor #8196)

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: 103-55884
G/L Acct Name: K-1 Center

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

Project Budgeted: \$ 1,245.80
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve the Change Order No. 2 in the amount of \$1,245.80 on Contract for Bid No. 23-016-COF-2023-EDA001A Asbestos Abatement at Fairhope K-1 Center. Original Contract = \$64,028.40 plus Change Order No. 1 = \$6,000 plus Change Order No. 2 = \$1,245.80 for a new contract not-to-exceed total amount of \$71,274.20. Authorize the Mayor to execute Change Order No. 2 for \$1,245.80.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? 03/13/23 Meeting (Bid Awarded), 05/22/23 Meeting (Approved Change Order No. 1)

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures: Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Date: July 25, 2023

Re: Requesting Green Sheet and Approval by City Council for Change Order No. 2 to the Contract for Bid No. 23-016-COF-2023-EDA001A Asbestos Abatement Fairhope K-1 Center

The Director of Public Works, Richard Johnson has requested Change Order No. 2 for the Contract with Hernandez Demolition and Remediation, LLC for Bid No. 23-016-COF-2023-EDA001A Asbestos Abatement Fairhope K-1 Center.

Upon demolition and asbestos abatement of the Fairhope K-1 Center, additional asbestos-containing materials were found in the Library/Media Center. The additional found materials resulted in the demolition/removal of carpet and plywood covering the asbestos-containing materials.

The scope of the project is the full abatement of asbestos from the Fairhope K-1 Building. Additional work was anticipated in the contract and there was a 20% schedule of values contingency awarded. The additional found materials has caused a cost exceedance of \$1,245.80.

The Original Contract Sum is Sixty-Four Thousand Twenty-Eight Dollars and Forty Cents (\$64,028.40). Change Order No. 1 increased the contract amount to Seventy Thousand Twenty-Eight Dollars and Forty Cents (\$70,028.40) The additional cost for the Change Order No. 2 will be One Thousand Two Hundred Forty-Five Dollars and Eighty Cents (\$1,245.80). The New Contract Total Not-to-Exceed Cost will be Seventy-One Thousand Two Hundred Seventy-Four Dollars and Twenty Cents (\$71,274.20).

Please prepare a Green Sheet and place on the next City Council Agenda this request to approve Change Order No. 2 for the contract with Hernandez Demolition and Remediation, LLC for Bid No. 23-016-COF-2023-EDA001A Asbestos Abatement Fairhope K-1 Center and authorize the Mayor to execute Change Order No. for \$1,245.80.

Cc: Richard Johnson, Clint Steadham

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

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

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

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: So. Earth Sciences – Tammie Barry, Env. Specialist

CONTRACTOR: Hernandez Demolition & Remediation, LLC

PROJECT: Project No. COF-2023 EDA001A Asbestos Abatement - Fairhope K-1 Center

CHANGE ORDER REQUEST NO. #2 (No. One) DATE: July 18, 2023

1. DESCRIPTION OF CHANGE:

Upon final clearance testing a layer of asbestos containing floor material under a multiple layer floor system (carpet on plywood over tile with mastic) was discovered in the Library/Media Room. This was after the fact, from the last change order. This CO represents the cost of removal/disposal of the carpet and plywood floor sheathing. (Found Conditions)

2. CHANGE ORDER COSTS: Not to Exceed \$1,245.80 (Under Terms of Contract)

Proposal Attached See Quantities Attached 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. See Attached Detail Schedule of Values	NTE	See Attached	Inc	Inc	\$1,245.80
b.					
c. *					
TOTAL:					\$1,245.80

*If more than 3 items, provide attachments.

3. INSTITUTED BY: Tammie Barry, Env. Specialist (So. Earth Sciences), Richard D. Johnson, PE (Owner's Rep.), and Contractor: Hernandez Demolition & Remediation, LLC.

4. JUSTIFICATION OF NEED: The scope of the project is the full abatement of asbestos from the building. Additional work represents a unique found condition.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: This C.O. is under the 10% requirement – and the unit price for the work was competitively bid in anticipation of such a scenario.

6. **COSTS REVIEW:** Cost is derived from the competitive bid for schedule of values. Cost is 100% in-line with the Contract Documents and Quantities have been field verified by Southern Earth Sciences (See Attached)

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. (Found Conditions)
- 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: TBD (No additional days requested in the C.O. proposal)

RECOMMENDED:

BY: See attached from SES
Fairhope's Consulting Engineer

BY: N/A
Utility Representative

APPROVED:

BY: Covered in the terms of the Contract
Contractor

BY: N/A
OWNER's Legal Advisor

BY: 
OWNER's Authorized Representative

Hernandez Demolition & Remediation, LLC.

19 Minor Hill Road
 Hartselle, AL 35640
 251-379-7038

Job #: HDR-2023-16

Invoice #: 51-HDR-2023-16-02

To: City of Fairhope
 Accounts Payable Department
 P.O. Box 429
 Fairhope, AL 36533

Project Description: Demo for Added Abatement
 Fairhope K-1 Center
 Project #23-016-COF-2023-EDA001A

Date: City of Fairhope
 7/17/2023

INVOICE

Quantity	Unit of Measure	Description	Unit Price	Total
1	LS	Demolition/removal of carpet & plywood covering additional asbestos-containing materials in the Library/Media Center.	\$ 1,245.80	\$ 1,245.80
Remit Payment To:				
Hernandez Demolition & Remediation, LLC.				
351 McDonald Avenue				
Mobile, AL 36604				
TOTAL				\$1,245.80

Payment is due upon receipt

THANK YOU!

City of Fairhope Public Works
555 South Sections Street
Fairhope, AL 36532

June 24, 2023
File No.: M22-696

Attention: **Mr. Richard Johnson**

Subject: Project Completion Package Fairhope K-1 School

Dear Mr. Johnson:

Attached is the final project completion package for the Fairhope K-1 School. The package includes all of the final clearance air data, additional bulk sample analysis, photographs and certifications.

Visual inspections were performed by Southern Earth Sciences, Inc and all visible asbestos containing materials previously identified have been removed. Air samples from each work area were collected and all analysis indicated that the fiber concentration was below the standard clearance criteria of less than 70 fibers per millimeter square (f/mm²). All areas of the building are cleared for entry.

Please retain this package along with the waste manifests provided by Hernandez Demolition as documentation that asbestos abatement has been completed and the waste was properly disposed.

Thank you for letting us assist you with this project. Should you require additional information, please contact our office.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Tammie Barry, Project Manager
Asbestos Inspector
State of Alabama AIN0822252402

First Floor

7500 McElvey Road, Suite A
Panama City Beach, FL 32408

Tel: (850) 769-4773
Fax: (850) 872-9967
www.soearth.com

City of Fairhope Public Works
555 South Sections Street
Fairhope, AL 36532

June 6, 2023
File No.: M22-696

Attention: **Mr. Richard Johnson**

Subject: Final Clearance Sampling at Fairhope K-1 School

Dear Mr. Johnson:

As requested, **Southern Earth Sciences, Inc.** has performed a visual inspection and final air clearance sampling on the first floor including the north, south and east wings of the K-1 School.

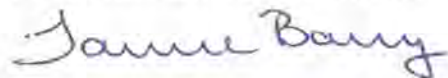
The Contractor Hernandez Demolition and Remediation completed removal of the asbestos containing floor tile and mastic from the first floor in the north, south and east wings. A visual inspection was performed by Southern Earth Sciences, Inc and all visible asbestos containing materials identified have been removed. On June 2, 2023, final air clearance samples were collected and analyzed by Transmission Electron Microscopy (TEM). The analysis indicated that the fiber concentration was below the standard clearance criteria of less than 70 fibers per millimeter square (f/mm²). The first floor is cleared for re-occupancy. We should note that the chain of custody sample locations shows that samples were collected from all 3 wings. Laboratory results are attached.

Asbestos containing materials identified in the building have been removed and all abatement areas have been cleared for re-entry. No additional abatement is required by the abatement contractor. Hernandez Demolition and Remediation should be providing the City of Fairhope with asbestos waste manifests. Please retain the final clearance letters and lab data provided by Southern Earth Sciences, Inc. and the waste manifests as documentation that asbestos abatement has been completed and the waste was properly disposed.

We appreciate the opportunity to be of service to you. Should you require additional information, please contact our office.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Tammie Barry, Project Manager
Asbestos Inspector
State of Alabama AIN0822252402

cc: Mr. Michael Brown, Hernandez Demolition & Remediation

June 5, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: FAIRHOPE K-1 South Wing, M23-270
LAB CODE: R230467

Dear Customer:

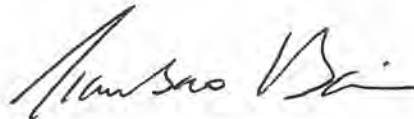
Eurofins CEI has completed the analysis of the air samples we received from your office on June 5, 2023. These samples represent the final clearance TEM samples for the FAIRHOPE K-1 South Wing, M23-270 project.

The TEM counting procedures described for the asbestos-containing materials in schools under the Asbestos Hazard Emergency Response Act (AHERA) were used during the analyses. Specifically, structures were counted in two categories: 0.5 to 5.0 micrometers in length and greater than 5 micrometers in length, which were added together for a total asbestos structure count.

The results for the set of five samples taken inside the work area are summarized on the attached report. Please note that the average number of asbestos structures per square millimeter (s/mm^2) is estimated 10, which is below the specified clearance level of $70 s/mm^2$ (40CFR Part 763).

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: FAIRHOPE K-1 South Wing, M23-270

LAB CODE: R230467

TEST METHOD: EPA AHERA

REPORT DATE: 06/05/23



CEI

ASBESTOS AIR ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: R230467
Date Received: 06-05-23
Date Analyzed: 06-05-23
Date Reported: 06-05-23

Project: FAIRHOPE K-1 South Wing, M23-270

TEM AIR AHERA

Client ID Lab ID	Volume (Liters)	Area Analyzed mm ²	Grid Openings Examined	Analytical Sensitivity S/cc	Asbestos Identification Type	Asbestos Structures		Asbestos Concentration	
						≥5 μm	0.5 - <5.0 μm	S/mm ²	S/cc
01 R26873	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
02 R26874	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
03 R26875	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
04 R26876	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
05 R26877	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005

LEGEND: None

METHOD: EPA AHERA

AVERAGE GRID OPENING SIZE: .01 mm²

ANALYTICAL SENSITIVITY: 0.005 structures/cc

REGULATORY LIMIT: 70 structures / mm²

ANALYTICAL EQUIPMENT: JEOL Electron Microscope (JEM-1200 EXII)
NORAN EDS System 7 (NSS112E)

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.

Digital images of diffraction patterns and copies of analytical bench sheets pertaining to this project are available upon request. The estimated measurement of uncertainty and 95% confidence interval for the test results are also available upon request.

The laboratory is not responsible for data collected by personnel who are not part of the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the volume of air sampled and measured by non-laboratory personnel and are not covered by the laboratory's NVLAP accreditation.

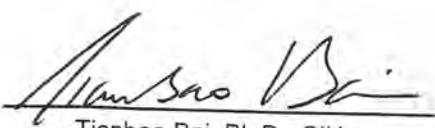
Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

No Field Blanks were submitted for project R230467.

ANALYST: _____


Partima Poudel Acharya

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director





CHAIN OF CUSTODY

5

CEI

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:

CEI Lab Code: R230467
 CEI Lab I.D. Range: R20873

COMPANY INFORMATION		PROJECT INFORMATION	
CEI CLIENT #:		Job Contact: Adam Beasley	
Company: Southern Earth Sciences		Email / Tel: abeasley@soearth.com / 850-501-7752	
Address: 707 E. Cervantes St., Suite B, # 198		Project Name: FAIRHOPE K-1 <i>South Wing</i>	
Pensacola, FL 32501		Project ID#: M23-270	
Email: abeasley@soearth.com		PO #:	
Tel: 850-501-7752 Fax:		STATE SAMPLES COLLECTED IN: AL	

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By: <i>Adam Beasley</i>	Date/Time: 6/02/2023 1600	Received By: <i>WA</i>	Date/Time: 6/5 9:30

Samples will be disposed of 30 days after analysis

7223 2711 8453



SAMPLING FORM

CEI

COMPANY CONTACT INFORMATION

Company: Southern Earth Sciences	Job Contact: Adam Beasley
Project Name: FAIRHOPE K-1 <i>South Wing</i>	
Project ID #: M23-270	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
01	<i>Clearance / Hallway</i>	<i>1,500L</i>	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
02	<i>/ Room 107</i>	<i>↓</i>	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
03	<i>/ Southeast Corner Room</i>	<i>↓</i>	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
04	<i>/ Room 109</i>	<i>↓</i>	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
05	<i>↓ / Room 108</i>	<i>↓</i>	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>

June 5, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: FAIRHOPE K-1 North Wing, M23-270
LAB CODE: R230468

Dear Customer:

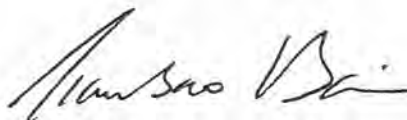
Eurofins CEI has completed the analysis of the air samples we received from your office on June 5, 2023. These samples represent the final clearance TEM samples for the FAIRHOPE K-1 North Wing, M23-270 project.

The TEM counting procedures described for the asbestos-containing materials in schools under the Asbestos Hazard Emergency Response Act (AHERA) were used during the analyses. Specifically, structures were counted in two categories: 0.5 to 5.0 micrometers in length and greater than 5 micrometers in length, which were added together for a total asbestos structure count.

The results for the set of five samples taken inside the work area are summarized on the attached report. Please note that the average number of asbestos structures per square millimeter (s/mm^2) is estimated 9.9, which is below the specified clearance level of 70 s/mm^2 (40CFR Part 763).

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: FAIRHOPE K-1 North Wing, M23-270

LAB CODE: R230468

TEST METHOD: EPA AHERA

REPORT DATE: 06/05/23

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



CEI

ASBESTOS AIR ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: R230468
Date Received: 06-05-23
Date Analyzed: 06-05-23
Date Reported: 06-05-23

Project: FAIRHOPE K-1 North Wing, M23-270

TEM AIR AHERA

Client ID Lab ID	Volume (Liters)	Area Analyzed mm ²	Grid Openings Examined	Analytical Sensitivity S/cc	Asbestos Identification Type	Asbestos Structures		Asbestos Concentration	
						≥5 μm	0.5 - <5.0 μm	S/mm ²	S/cc
01 R26878	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
02 R26879	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
03 R26880	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
04 R26881	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
05 R26882	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005

LEGEND: None

METHOD: EPA AHERA

AVERAGE GRID OPENING SIZE: 0.0101 mm²

ANALYTICAL SENSITIVITY: 0.005 structures/cc

REGULATORY LIMIT: 70 structures / mm²

ANALYTICAL EQUIPMENT: JEOL Electron Microscope (JEM-1200 EXII)
NORAN EDS System 7 (NSS112E)

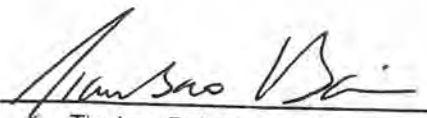
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.

Digital images of diffraction patterns and copies of analytical bench sheets pertaining to this project are available upon request. The estimated measurement of uncertainty and 95% confidence interval for the test results are also available upon request.

The laboratory is not responsible for data collected by personnel who are not part of the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the volume of air sampled and measured by non-laboratory personnel and are not covered by the laboratory's NVLAP accreditation.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

No Field Blanks were submitted for project R230468.

ANALYST:
Partima Poudel Acharya**APPROVED BY:**
Tianbao Bai, Ph.D., CIH
Laboratory Director



CHAIN OF CUSTODY

5

CEI

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	R230468
CEI Lab I.D. Range:	R20878

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Adam Beasley
Company: Southern Earth Sciences	Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198	Project Name: FAIRHOPE K-1 <i>North Wing</i>
Pensacola, FL 32501	Project ID#: M23-270
Email: abeasley@soearth.com	PO #:
Tel: 850-501-7752 Fax:	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>Adam Beasley</i>	6/2/2023 1600	<i>WT</i>	6/5 9:30

Samples will be disposed of 30 days after analysis

7723 2711 8453



SAMPLING FORM

CEI

COMPANY CONTACT INFORMATION	
Company: Southern Earth Sciences	Job Contact: Adam Beasley
Project Name: FAIRHOPE K-1 North Wing	
Project ID #: M23-270	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM	TEM
01	Clearance/Southeast Corner Room	1,500L	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02	↓ / Center of East Hallway	↓	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03	↓ / Northeast Corner Room		<input type="checkbox"/>	<input checked="" type="checkbox"/>
04	↓ / Library		<input type="checkbox"/>	<input checked="" type="checkbox"/>
05	↓ / Northwest Corner Room	↓	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Basement

City of Fairhope Public Works
555 South Sections Street
Fairhope, AL 36532

May 18, 2023
File No.: M22-696

Attention: **Mr. Richard Johnson**

Subject: Final Clearance Sampling at Fairhope K-1 School

Dear Mr. Johnson:

As requested, **Southern Earth Sciences, Inc.** has performed a visual inspection and final air clearance sampling in the basement of the north and south wings at the K-1 School.

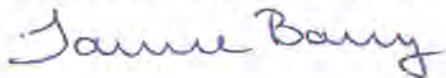
The Contractor Hernandez Demolition and Remediation completed removal of the asbestos containing floor tile and mastic from the basement in the north and south wings. A visual inspection was performed by Southern Earth Sciences, Inc and all visible asbestos containing materials identified have been removed. On May 16, 2023, final air clearance samples were collected and analyzed by Transmission Electron Microscopy (TEM). The analysis indicated that the fiber concentration was below the standard clearance criteria of less than 70 fibers per millimeter square (f/mm²). The basement areas in the north and south wings are cleared for re-occupancy. Laboratory results are attached.

Hernandez Demolition is working to complete abatement in other areas of the building. Once those areas are completed, visual inspections will be performed, and additional final air clearance samples will be collected.

We appreciate the opportunity to be of service to you. Should you require additional information, please contact our office.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Tammie Barry, Project Manager
Asbestos Inspector
State of Alabama AIN0822252402

cc: Mr. Michael Brown, Hernandez Demolition & Remediation

May 17, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: Fairhope K-1 North Basement
LAB CODE: R230404

Dear Customer:

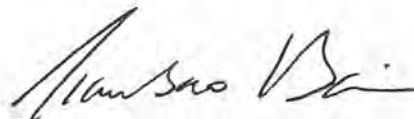
Eurofins CEI has completed the analysis of the air samples we received from your office on May 17, 2023. These samples represent the final clearance TEM samples for the Fairhope K -1 North Basement project.

The TEM counting procedures described for the asbestos-containing materials in schools under the Asbestos Hazard Emergency Response Act (AHERA) were used during the analyses. Specifically, structures were counted in two categories: 0.5 to 5.0 micrometers in length and greater than 5 micrometers in length, which were added together for a total asbestos structure count.

The results for the set of five samples taken inside the work area are summarized on the attached report. Please note that the average number of asbestos structures per square millimeter (s/mm²) is estimated 10, which is below the specified clearance level of 70 s/mm² (40CFR Part 763).

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: Fairhope K-1 North Basement

LAB CODE: R230404

TEST METHOD: EPA AHERA

REPORT DATE:

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



CEI

ASBESTOS AIR ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: R230404
Date Received: 05-17-23
Date Analyzed: 05-17-23
Date Reported:

Project: Fairhope K-1 North Basement

TEM AIR AHERA

Client ID Lab ID	Volume (Liters)	Area Analyzed mm ²	Grid Openings Examined	Analytical Sensitivity S/cc	Asbestos Identification Type	Asbestos Structures		Asbestos Concentration	
						≥ 5 μm	0.5 - <5.0 μm	S/mm ²	S/cc
01 R26514	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
02 R26515	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
03 R26516	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
04 R26517	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
05 R26518	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005

LEGEND: None

METHOD: EPA AHERA

AVERAGE GRID OPENING SIZE: .0100 mm²

ANALYTICAL SENSITIVITY: 0.005 structures/cc

REGULATORY LIMIT: 70 structures / mm²

ANALYTICAL EQUIPMENT: JEOL Electron Microscope (JEM-1200 EXII)
NORAN EDS System 7 (NSS112E)

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.


Digital images of diffraction patterns and copies of analytical bench sheets pertaining to this project are available upon request. The estimated measurement of uncertainty and 95% confidence interval for the test results are also available upon request.

The laboratory is not responsible for data collected by personnel who are not part of the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the volume of air sampled and measured by non-laboratory personnel and are not covered by the laboratory's NVLAP accreditation.

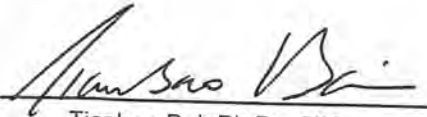
Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

No Field Blanks were submitted for project R230404.

ANALYST: _____


Partima Poudel Acharya

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director





CHAIN OF CUSTODY

5

CEI

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	R230404
CEI Lab I.D. Range:	R20514

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Adam Beasley
Company: Southern Earth Sciences	Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198	Project Name: FAIRHOPE K-1 NORTH BASEMENT
Pensacola, FL 32501	Project ID#: M23-271
Email: abeasley@soearth.com	PO #:
Tel: 850-501-7752 Fax:	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>Adam Beasley</i>	5/16/2023 1600	<i>WT</i>	5/17 9:30

Samples will be disposed of 30 days after analysis

772) 6408 1040

COMPANY CONTACT INFORMATION	
Company: Southern Earth Sciences	Job Contact: Adam Beasley
Project Name: FAIRHOPE K-1 NORTH BASEMENT	
Project ID #: M23-270	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
01	Clearance / NE corner Room	1,500L	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
02	↓ / Center East Room	↓	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
03	↓ / Center West Room	↓	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
04	↓ / NW corner Room	↓	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
05	↓ / Hall	↓	PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>

May 17, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: Fairhope K-1 South Basement, M23-271
LAB CODE: R230405

Dear Customer:

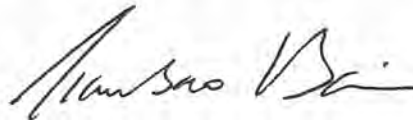
Eurofins CEI has completed the analysis of the air samples we received from your office on May 17, 2023. These samples represent the final clearance TEM samples for the Fairhope K -1 South Basement, M23-271 project.

The TEM counting procedures described for the asbestos-containing materials in schools under the Asbestos Hazard Emergency Response Act (AHERA) were used during the analyses. Specifically, structures were counted in two categories: 0.5 to 5.0 micrometers in length and greater than 5 micrometers in length, which were added together for a total asbestos structure count.

The results for the set of five samples taken inside the work area are summarized on the attached report. Please note that the average number of asbestos structures per square millimeter (s/mm^2) is estimated 10, which is below the specified clearance level of 70 s/mm^2 (40CFR Part 763).

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CHAIN OF CUSTODY

5

CEI

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:

CEI Lab Code: R230409
 CEI Lab I.D. Range: R20919

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Adam Beasley
Company: Southern Earth Sciences	Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198 Pensacola, FL 32501	Project Name: FAIRHOPE K-1 SOUTH BASEMENT
Email: abeasley@soearth.com	Project ID#: M23-271
Tel: 850-501-7752 Fax:	PO #:
	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:

Accept Samples
 Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
<i>Adam Beasley</i>	5/16/2023 1600	<i>WT</i>	5/17 9:30

Samples will be disposed of 30 days after analysis

77216408 1040

COMPANY CONTACT INFORMATION	
Company: Southern Earth Sciences	Job Contact: Adam Beasley
Project Name: FAIRHOPE K-1 SOUTH BASEMENT	
Project ID #: M23-270	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM	TEM
01	Clearance / NE Room		PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
02	/ NW Room		PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
03	↓ / SE Room		PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
04	↓ / SW Room		PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
05	↓ / Hallway		PLM <input type="checkbox"/>	TEM <input checked="" type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>

ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: Fairhope K-1 South Basement, M23-271

LAB CODE: R230405

TEST METHOD: EPA AHERA

REPORT DATE: 05/17/23

Client: Southern Earth Sciences, Inc.
 707 E. Cervantes St., Suite B, #198
 Pensacola, FL 32501

Lab Code: R230405
Date Received: 05-17-23
Date Analyzed: 05-17-23
Date Reported: 05-17-23

Project: Fairhope K-1 South Basement, M23-271

TEM AIR AHERA

Client ID Lab ID	Volume (Liters)	Area Analyzed mm ²	Grid Openings Examined	Analytical Sensitivity S/cc	Asbestos Identification Type	Asbestos Structures		Asbestos Concentration	
						≥5 μm	0.5 - <5.0 μm	S/mm ²	S/cc
01 R26519	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
02 R26520	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
03 R26521	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
04 R26522	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
05 R26523	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005

LEGEND: None

METHOD: EPA AHERA

AVERAGE GRID OPENING SIZE: .0100 mm²

ANALYTICAL SENSITIVITY: 0.005 structures/cc

REGULATORY LIMIT: 70 structures / mm²

ANALYTICAL EQUIPMENT: JEOL Electron Microscope (JEM-1200 EXII)
NORAN EDS System 7 (NSS112E)

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.

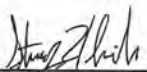
Digital images of diffraction patterns and copies of analytical bench sheets pertaining to this project are available upon request. The estimated measurement of uncertainty and 95% confidence interval for the test results are also available upon request.

The laboratory is not responsible for data collected by personnel who are not part of the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the volume of air sampled and measured by non-laboratory personnel and are not covered by the laboratory's NVLAP accreditation.

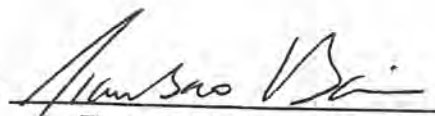
Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

No Field Blanks were submitted for project R230405.

ANALYST: _____


Stacy Ulrich

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director



City of Fairhope Public Works
555 South Sections Street
Fairhope, AL 36532

June 6, 2023
File No.: M22-696

Attention: **Mr. Richard Johnson**

Subject: Final Clearance Sampling at Fairhope K-1 School

Dear Mr. Johnson:

As requested, **Southern Earth Sciences, Inc.** has performed a visual inspection and final air clearance sampling in old cafeteria located in the basement at the K-1 School.

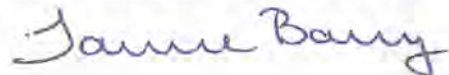
The Contractor Hernandez Demolition and Remediation completed removal of the asbestos containing transite wall panels from the old cafeteria. A visual inspection was performed by Southern Earth Sciences, Inc and all visible asbestos containing materials identified have been removed. On May 3, 2023, final air clearance samples were collected and analyzed by Transmission Electron Microscopy (TEM). The analysis indicated that the fiber concentration was below the standard clearance criteria of less than 70 fibers per millimeter square (f/mm²). The attic is cleared for re-occupancy. Laboratory results are attached.

Hernandez Demolition is working to complete abatement in other areas of the building. Once those areas are completed, visual inspections will be performed, and additional final air clearance samples will be collected.

We appreciate the opportunity to be of service to you. Should you require additional information, please contact our office.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Tammie Barry, Project Manager
Asbestos Inspector
State of Alabama AIN0822252402

cc: Mr. Michael Brown, Hernandez Demolition & Remediation

June 1, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: FAIRHOPE K-1 Center Wing Basement, M23-270
LAB CODE: R230452

Dear Customer:

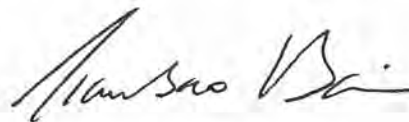
Eurofins CEI has completed the analysis of the air samples we received from your office on June 1, 2023. These samples represent the final clearance TEM samples for the FAIRHOPE K-1 Center Wing Basement, M23-270 project.

The TEM counting procedures described for the asbestos-containing materials in schools under the Asbestos Hazard Emergency Response Act (AHERA) were used during the analyses. Specifically, structures were counted in two categories: 0.5 to 5.0 micrometers in length and greater than 5 micrometers in length, which were added together for a total asbestos structure count.

The results for the set of five samples taken inside the work area are summarized on the attached report. Please note that the average number of asbestos structures per square millimeter (s/mm^2) is estimated 9.9, which is below the specified clearance level of 70 s/mm^2 (40CFR Part 763).

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS AIR ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: R230452
Date Received: 06-01-23
Date Analyzed: 06-01-23
Date Reported: 06-01-23

Project: FAIRHOPE K-1 Center Wing Basement, M23-270

TEM AIR AHERA

Client ID Lab ID	Volume (Liters)	Area Analyzed mm ²	Grid Openings Examined	Analytical Sensitivity S/cc	Asbestos Identification Type	Asbestos Structures		Asbestos Concentration	
						≥5 μm	0.5 - <5.0 μm	S/mm ²	S/cc
01 R26764	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
02 R26765	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
03 R26766	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
04 R26767	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005
05 R26768	1500	0.0505	5	0.005	None Detected	0	0	<19.8	<0.005

LEGEND: None

METHOD: EPA AHERA

AVERAGE GRID OPENING SIZE: 0.0101 mm²

ANALYTICAL SENSITIVITY: 0.005 structures/cc

REGULATORY LIMIT: 70 structures / mm²

ANALYTICAL EQUIPMENT: JEOL Electron Microscope (JEM-1200 EXII)
NORAN EDS System 7 (NSS112E)

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.

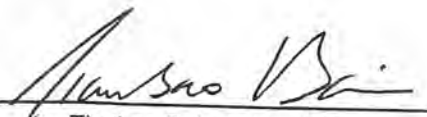
Digital images of diffraction patterns and copies of analytical bench sheets pertaining to this project are available upon request. The estimated measurement of uncertainty and 95% confidence interval for the test results are also available upon request.

The laboratory is not responsible for data collected by personnel who are not part of the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the volume of air sampled and measured by non-laboratory personnel and are not covered by the laboratory's NVLAP accreditation.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

No Field Blanks were submitted for project R230452.

ANALYST: 
Stacy Ulrich

APPROVED BY: 
Tianbao Bai, Ph.D., CIH
Laboratory Director





CHAIN OF CUSTODY

5

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

CEI

LAB USE ONLY:

CEI Lab Code: R230452

CEI Lab I.D. Range: R26704

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Adam Beasley
Company: Southern Earth Sciences	Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198	Project Name: FAIRHOPE K-1 <i>Center Wing Basement</i>
Pensacola, FL 32501	Project ID#: M23-270
Email: abeasley@soearth.com	PO #:
Tel: 850-501-7752 Fax:	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:

Accept Samples
 Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
<i>Adam Beasley</i>	5/31/2023 1600	<i>WT</i>	6/1 9:40

Samples will be disposed of 30 days after analysis

7722 9828 9220

CEI

COMPANY CONTACT INFORMATION	
Company: Southern Earth Sciences	Job Contact: Adam Beasley
Project Name: FAIRHOPE K-1 <i>Center Wing Basement</i>	
Project ID #: M23-270	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
01	<i>Center Wing Basement / Classroom</i>	<i>500L</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02	↓	↓	<input type="checkbox"/>	<input checked="" type="checkbox"/>
03			<input type="checkbox"/>	<input checked="" type="checkbox"/>
04			<input type="checkbox"/>	<input checked="" type="checkbox"/>
05			<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Attic

7500 McElvey Road, Suite A
Panama City Beach, FL 32408

Tel: (850) 769-4773
Fax: (850) 872-9967
www.soearth.com

City of Fairhope Public Works
555 South Sections Street
Fairhope, AL 36532

May 22, 2023
File No.: M22-696

Attention: **Mr. Richard Johnson**

Subject: Final Clearance Sampling at Fairhope K-1 School

Dear Mr. Johnson:

As requested, **Southern Earth Sciences, Inc.** has performed a visual inspection and final air clearance sampling in the attic space at the K-1 School.

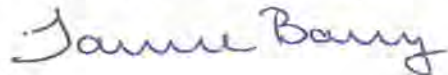
The Contractor Hernandez Demolition and Remediation completed removal of the asbestos containing pipe insulation, pipe insulation debris and transite roof panels from the attic space. A visual inspection was performed by Southern Earth Sciences, Inc and all visible asbestos containing materials identified have been removed. On May 18, 2023, final air clearance samples were collected and analyzed by Transmission Electron Microscopy (TEM). The analysis indicated that the fiber concentration was below the standard clearance criteria of less than 70 fibers per millimeter square (f/mm²). The attic is cleared for re-occupancy. Laboratory results are attached.

Hernandez Demolition is working to complete abatement in other areas of the building. Once those areas are completed, visual inspections will be performed, and additional final air clearance samples will be collected.

We appreciate the opportunity to be of service to you. Should you require additional information, please contact our office.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Tammie Barry, Project Manager
Asbestos Inspector
State of Alabama AIN0822252402

cc: Mr. Michael Brown, Hernandez Demolition & Remediation

May 19, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: FAIRHOPE K-1 ATTIC, M23-271
LAB CODE: R230416

Dear Customer:

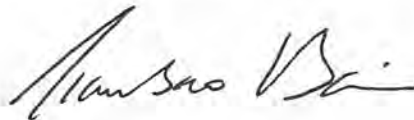
Eurofins CEI has completed the analysis of the air samples we received from your office on May 19, 2023. These samples represent the final clearance TEM samples for the FAIRHOPE K-1 ATTIC, M23-271 project.

The TEM counting procedures described for the asbestos-containing materials in schools under the Asbestos Hazard Emergency Response Act (AHERA) were used during the analyses. Specifically, structures were counted in two categories: 0.5 to 5.0 micrometers in length and greater than 5 micrometers in length, which were added together for a total asbestos structure count.

The results for the set of five samples taken inside the work area are summarized on the attached report. Please note that the average number of asbestos structures per square millimeter (s/mm^2) is estimated 10, which is below the specified clearance level of 70 s/mm^2 (40CFR Part 763).

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT
By: Transmission Electron Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: FAIRHOPE K-1 ATTIC, M23-271

LAB CODE: R230416

TEST METHOD: EPA AHERA

REPORT DATE: 05/19/23

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



CEI

ASBESTOS AIR ANALYSIS

By: TRANSMISSION ELECTRON MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: R230416
Date Received: 05-19-23
Date Analyzed: 05-19-23
Date Reported: 05-19-23

Project: FAIRHOPE K-1 ATTIC, M23-271

TEM AIR AHERA

Client ID Lab ID	Volume (Liters)	Area Analyzed mm ²	Grid Openings Examined	Analytical Sensitivity S/cc	Asbestos Identification Type	Asbestos Structures		Asbestos Concentration	
						≥5 μm	0.5 - <5.0 μm	S/mm ²	S/cc
01 R26552	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
02 R26553	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
03 R26554	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
04 R26555	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005
05 R26556	1500	0.05	5	0.005	None Detected	0	0	<20	<0.005

LEGEND: None

METHOD: EPA AHERA

AVERAGE GRID OPENING SIZE: .0100 mm²

ANALYTICAL SENSITIVITY: 0.005 structures/cc

REGULATORY LIMIT: 70 structures / mm²

ANALYTICAL EQUIPMENT: JEOL Electron Microscope (JEM-1200 EXII)
NORAN EDS System 7 (NSS112E)

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.

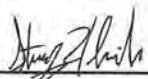
Digital images of diffraction patterns and copies of analytical bench sheets pertaining to this project are available upon request. The estimated measurement of uncertainty and 95% confidence interval for the test results are also available upon request.

The laboratory is not responsible for data collected by personnel who are not part of the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the volume of air sampled and measured by non-laboratory personnel and are not covered by the laboratory's NVLAP accreditation.

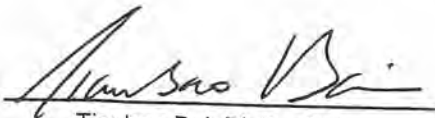
Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

No Field Blanks were submitted for project R230416.

ANALYST: _____


Stacy Ulrich

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director





CHAIN OF CUSTODY

CEI

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:
CEI Lab Code: <i>R230414</i>
CEI Lab I.D. Range: <i>R21552</i>

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Adam Beasley
Company: Southern Earth Sciences	Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198	Project Name: FAIRHOPE K-1 ATTIC
Pensacola, FL 32501	Project ID#: M23-271
Email: abeasley@soearth.com	PO #:
Tel: 850-501-7752 Fax:	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>Adam Beasley</i>	5/18/2023 1600	<i>CR</i>	5/19 9:30

Samples will be disposed of 30 days after analysis

7721 8413 5387

Page ___ of ___
 Version: CCOC.01.18.1/2.LD



SAMPLING FORM

CEI

COMPANY CONTACT INFORMATION	
Company: Southern Earth Sciences	Job Contact: Adam Beasley
Project Name: FAIRHOPE K-1 ATTIC	
Project ID #: M23-270	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM	TEM
01	Clearance / Attic East	1,500L	<input type="checkbox"/>	<input checked="" type="checkbox"/>
02			<input type="checkbox"/>	<input checked="" type="checkbox"/>
03	↓ / ↓ Middle	↓	<input type="checkbox"/>	<input checked="" type="checkbox"/>
04			<input type="checkbox"/>	<input checked="" type="checkbox"/>
05	↓ / ↓ West	↓	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Photographs

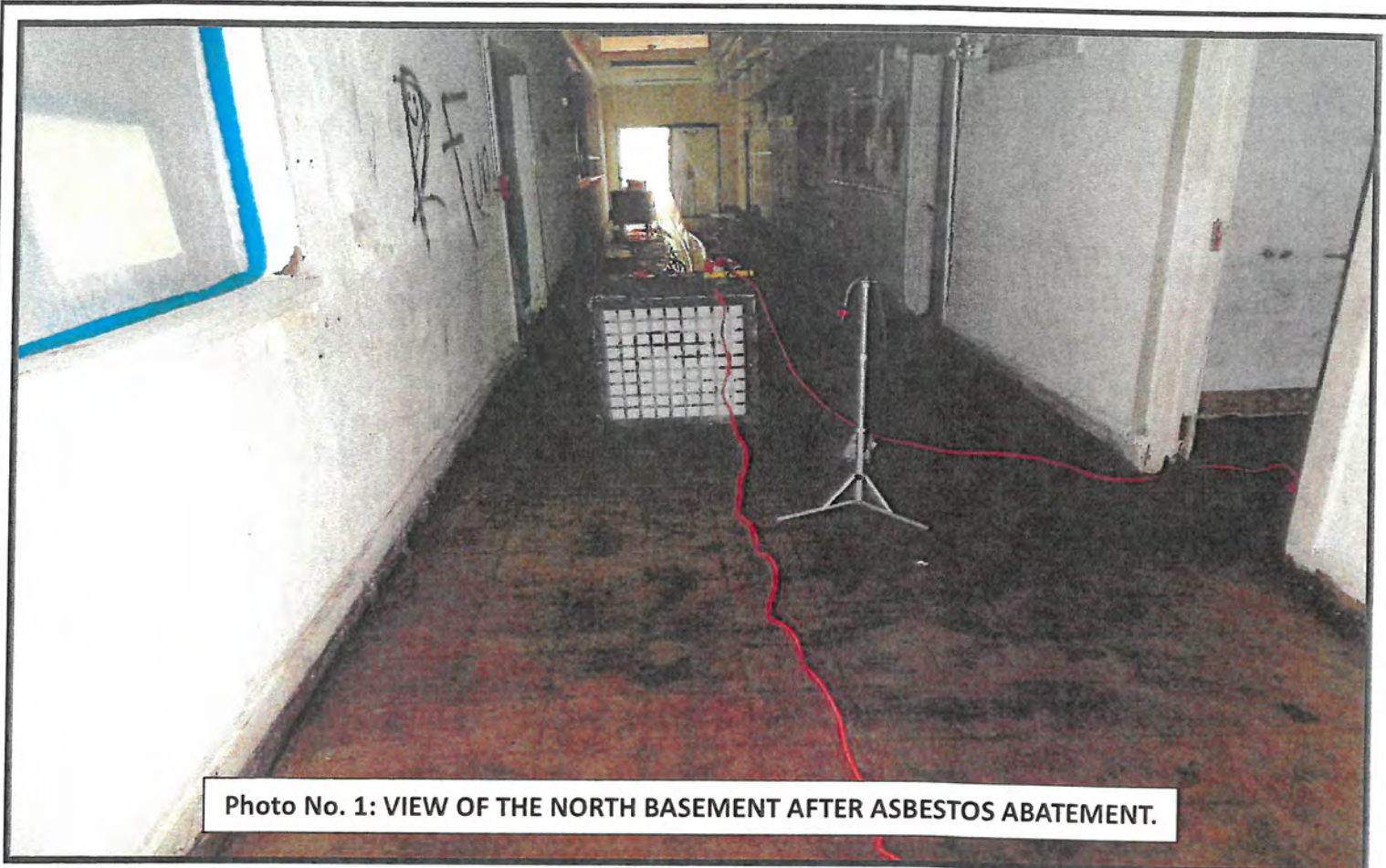


Photo No. 1: VIEW OF THE NORTH BASEMENT AFTER ASBESTOS ABATEMENT.

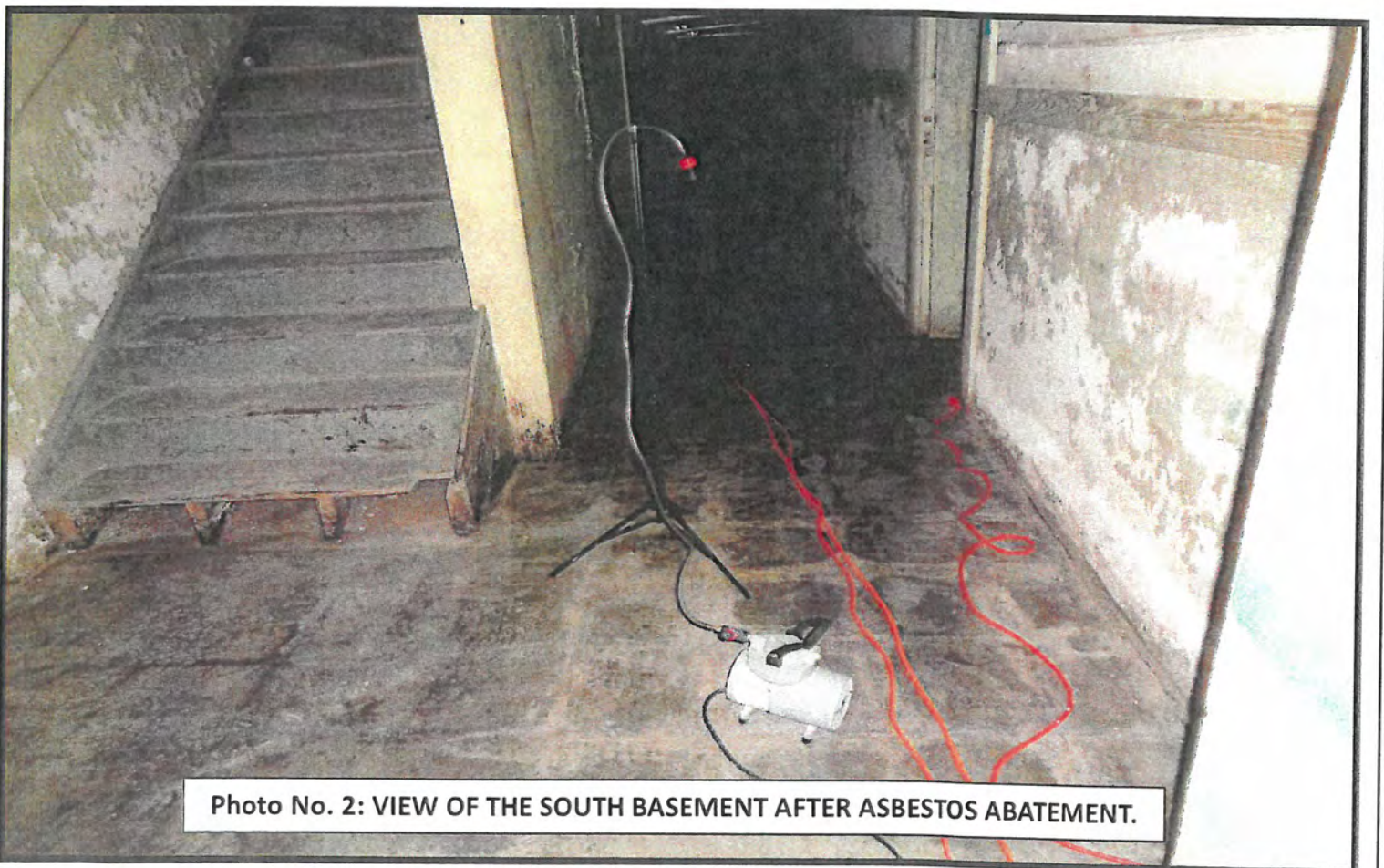


Photo No. 2: VIEW OF THE SOUTH BASEMENT AFTER ASBESTOS ABATEMENT.

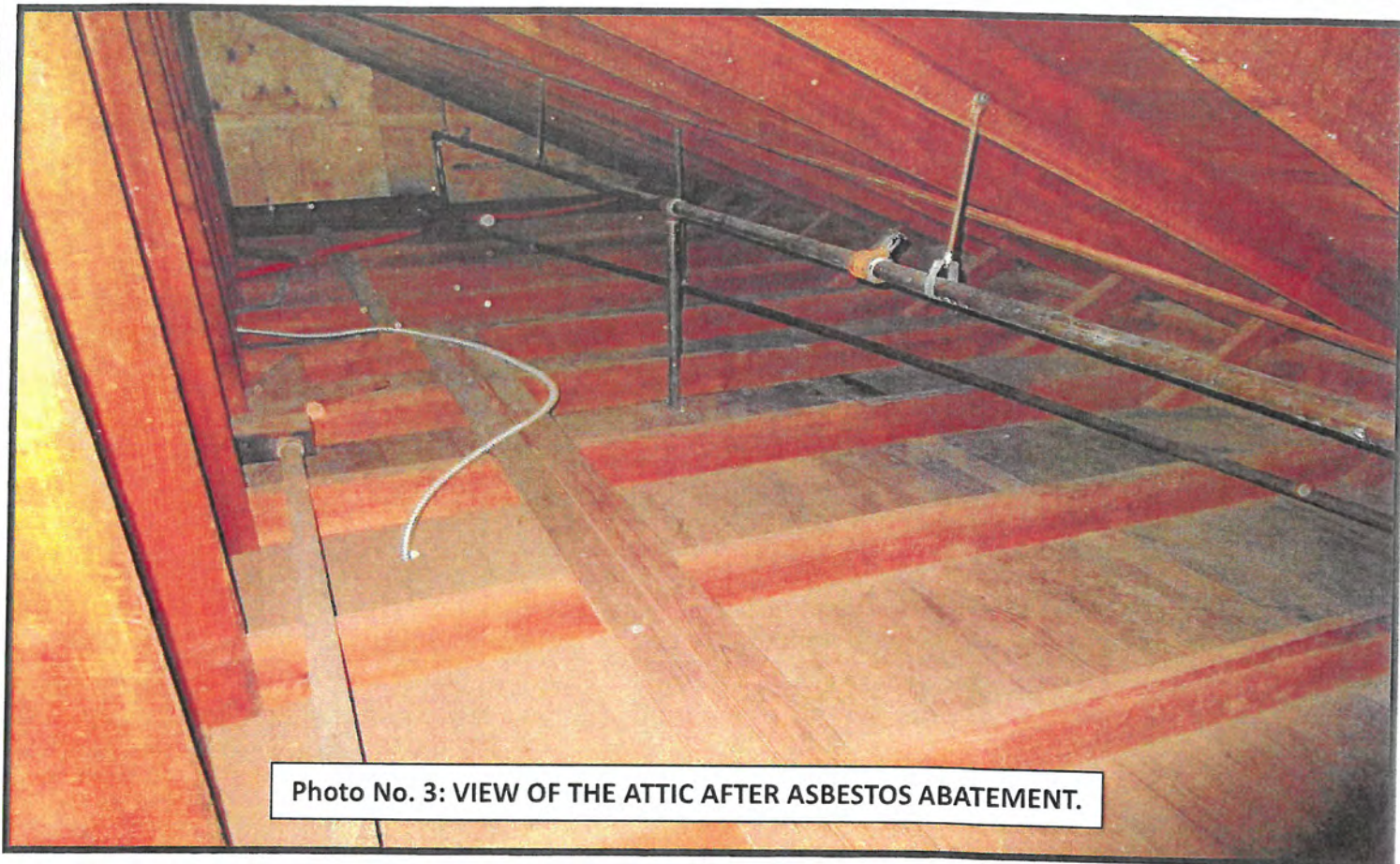


Photo No. 3: VIEW OF THE ATTIC AFTER ASBESTOS ABATEMENT.



Photo No. 4: VIEW OF THE CENTER WING BASEMENT (UNDER GYM STAGE) AFTER ASBSTOS ABATEMENT.



Photo No. 5: VIEW OF CRAWLSPACE AFTER ASBESTOS ABATEMENT.



Photo No. 6: VIEW OF SOUTH WING AFTER ASBESTOS ABATEMENT.

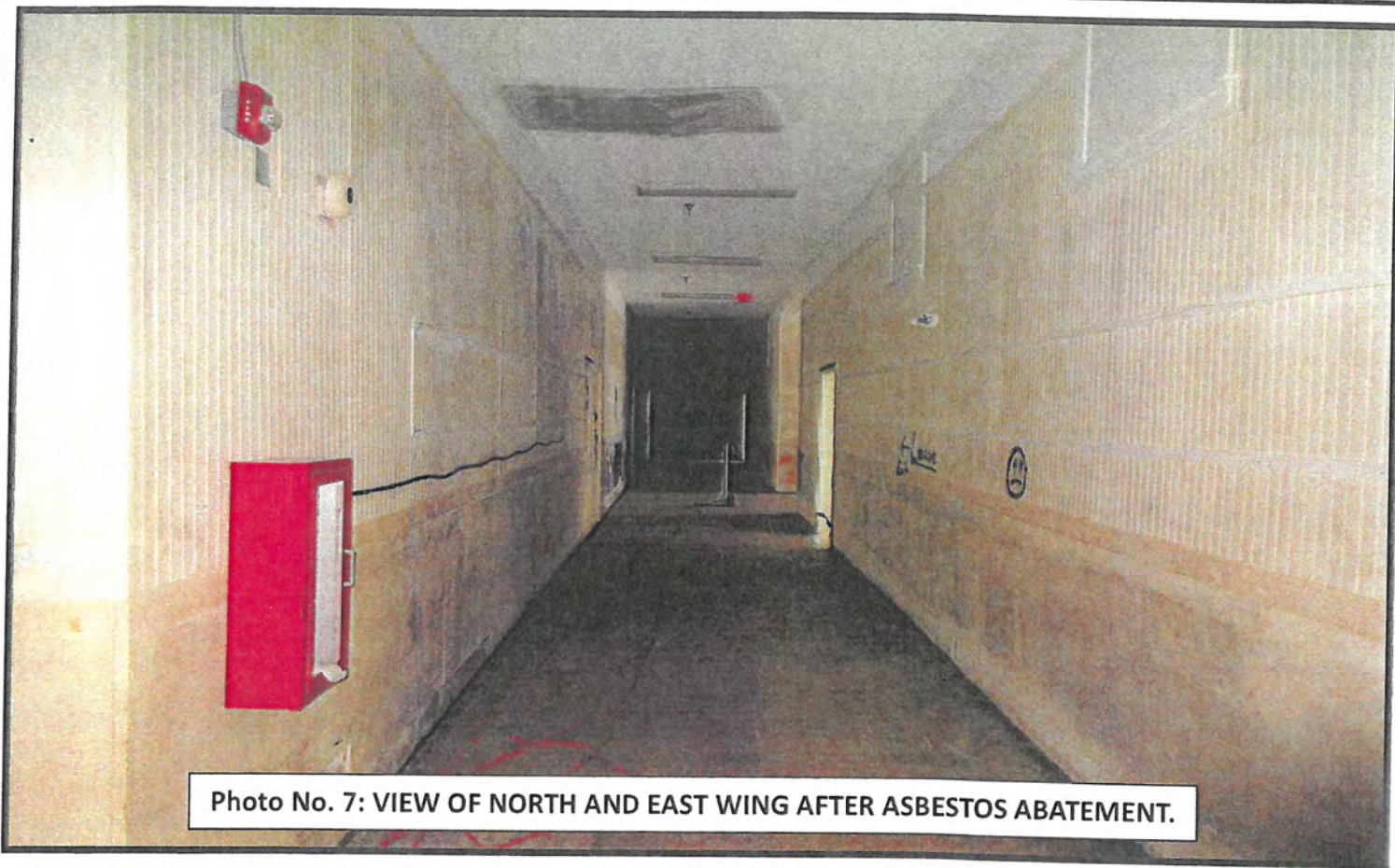


Photo No. 7: VIEW OF NORTH AND EAST WING AFTER ASBESTOS ABATEMENT.

Bulk Sample Analysis

ASBESTOS BULK SAMPLE LOG

M23-270
 Project Number

Fairhope k-1
 Project Name

Adam Beasley
 Inspector

5/16/23
 Date

Fairhope K-1
 Building Name / Area Surveyed

AIN0822279250
 Inspector License #

Sample #	Material Description	Sample Location	Friable
01	Black Mastic/Tar Paper	1 st Floor North Wing (Front of Hallway)	
02	//	// (End of Hallway)	
03	9x9 Floor Tile/Black Mastic/Tar Paper	1 st Floor North Wing-Last Room on Right	
04	//	//	
05	Black Mastic / Tap Paper	// - Closet in Last Room on Right	
06	//	//	
07	Black/Tan 9x9 Floor Tile/ Black Mastic	1 st Floor South Wing – Room 107	
08	//	// - Room East of Room 107	

May 17, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: FAIRHOPE K-1, M23-270
CEI LAB CODE: B2310534

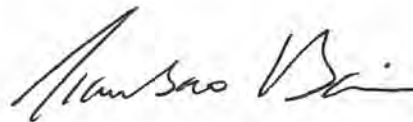
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on May 17, 2023. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: FAIRHOPE K-1, M23-270

LAB CODE: B2310534

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 05/17/23

TOTAL SAMPLES ANALYZED: 8

SAMPLES >1% ASBESTOS: 7

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: FAIRHOPE K-1, M23-270

LAB CODE: B2310534

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
01	Layer 1	B2310534.01	Black	Tarpaper	None Detected
	Layer 2	B2310534.01	Black	Mastic	Chrysotile 2%
02	Layer 1	B2310534.02	Black	Tarpaper	None Detected
	Layer 2	B2310534.02	Black	Mastic	None Detected
03		B2310534.03A	Brown	Floor Tile	Chrysotile 7%
	Layer 1	B2310534.03B	Black	Mastic	None Detected
	Layer 2	B2310534.03B	Black	Tarpaper	None Detected
04		B2310534.04A	Brown	Floor Tile	Chrysotile 7%
	Layer 1	B2310534.04B	Black	Mastic	None Detected
	Layer 2	B2310534.04B	Black	Tarpaper	None Detected
05	Layer 1	B2310534.05	Black	Tarpaper	None Detected
	Layer 2	B2310534.05	Black	Mastic	None Detected
06	Layer 1	B2310534.06	Black	Tarpaper	None Detected
	Layer 2	B2310534.06	Black	Mastic	None Detected
07		B2310534.07A	Tan	Floor Tile	Chrysotile 7%
	Layer 1	B2310534.07B	Black	Mastic	None Detected
	Layer 2	B2310534.07B	Black	Tarpaper	None Detected
		B2310534.07C	Black	Floor Tile	Chrysotile 7%
	Layer 1	B2310534.07D	Black	Mastic	None Detected
	Layer 2	B2310534.07D	Black	Tarpaper	None Detected
08		B2310534.08A	Tan	Floor Tile	Chrysotile 7%
	Layer 1	B2310534.08B	Black	Mastic	None Detected
	Layer 2	B2310534.08B	Black	Tarpaper	None Detected
		B2310534.08C	Black	Floor Tile	Chrysotile 7%
	Layer 1	B2310534.08D	Black	Mastic	None Detected
	Layer 2	B2310534.08D	Black	Tarpaper	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: B2310534
Date Received: 05-17-23
Date Analyzed: 05-17-23
Date Reported: 05-17-23

Project: FAIRHOPE K-1, M23-270

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Tar	
01 Layer 1 B2310534.01	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected
Layer 2 B2310534.01	Mastic	Homogeneous Black Non-fibrous Bound			98%	Tar	2% Chrysotile
02 Layer 1 B2310534.02	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected
Layer 2 B2310534.02	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar	None Detected
03 B2310534.03A	Floor Tile	Homogeneous Brown Non-fibrous Tightly Bound			93%	Vinyl	7% Chrysotile
Layer 1 B2310534.03B	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar	None Detected
Layer 2 B2310534.03B	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

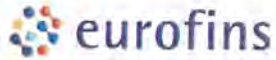
Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: B2310534
Date Received: 05-17-23
Date Analyzed: 05-17-23
Date Reported: 05-17-23

Project: FAIRHOPE K-1, M23-270

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
04 B2310534.04A	Floor Tile	Homogeneous Brown Non-fibrous Tightly Bound	93%	Vinyl		7% Chrysotile
Layer 1 B2310534.04B	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar None Detected
Layer 2 B2310534.04B	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar None Detected
05 Layer 1 B2310534.05	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar None Detected
Layer 2 B2310534.05	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar None Detected
06 Layer 1 B2310534.06	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar None Detected
Layer 2 B2310534.06	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: B2310534
Date Received: 05-17-23
Date Analyzed: 05-17-23
Date Reported: 05-17-23

Project: FAIRHOPE K-1, M23-270

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
07 B2310534.07A	Floor Tile	Homogeneous Tan Non-fibrous Tightly Bound	93%	Vinyl		7% Chrysotile
Layer 1 B2310534.07B	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar None Detected
Layer 2 B2310534.07B	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar None Detected
B2310534.07C	Floor Tile	Homogeneous Black Non-fibrous Tightly Bound	93%	Vinyl		7% Chrysotile
Layer 1 B2310534.07D	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar None Detected
Layer 2 B2310534.07D	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar None Detected
08 B2310534.08A	Floor Tile	Homogeneous Tan Non-fibrous Tightly Bound	93%	Vinyl		7% Chrysotile



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: B2310534
Date Received: 05-17-23
Date Analyzed: 05-17-23
Date Reported: 05-17-23

Project: FAIRHOPE K-1, M23-270

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous	Tar	
Layer 1 B2310534.08B	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar	None Detected
Layer 2 B2310534.08B	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected
B2310534.08C	Floor Tile	Homogeneous Black Non-fibrous Tightly Bound			93%	Vinyl	7% Chrysotile
Layer 1 B2310534.08D	Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	98%	Tar	None Detected
Layer 2 B2310534.08D	Tarpaper	Homogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

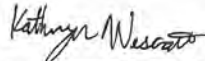
REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

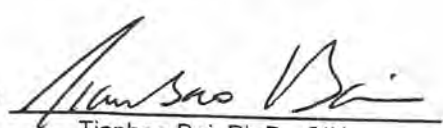
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST: _____


Kathryn Wescott

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director





CHAIN OF CUSTODY

8

CEI

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	B2210534
CEI Lab I.D. Range:	

COMPANY INFORMATION		PROJECT INFORMATION
CEI CLIENT #:		Job Contact: Adam Beasley
Company: Southern Earth Sciences		Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198		Project Name: FAIRHOPE K-1
Pensacola, FL 32501		Project ID#: M23-270
Email: abeasley@soearth.com		PO #:
Tel: 850-501-7752	Fax:	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>Beasley</i>	5/16/2023 1600	<i>JN</i>	5/17/23 9:30

Samples will be disposed of 30 days after analysis

7721 6408 1040

May 19, 2023

Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

CLIENT PROJECT: FAIRHOPE K-1, M23-270
CEI LAB CODE: B2310742

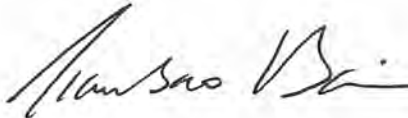
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on May 19, 2023. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Southern Earth Sciences, Inc.

CLIENT PROJECT: FAIRHOPE K-1, M23-270

LAB CODE: B2310742

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 05/19/23

TOTAL SAMPLES ANALYZED: 4

SAMPLES >1% ASBESTOS: 2

730 SE Maynard Road • Cary, NC 27511 • 919.481.1413

PROJECT: FAIRHOPE K-1, M23-270

LAB CODE: B2310742

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
01A	Layer 1	B2310742.01	Black	Mastic	None Detected
	Layer 2	B2310742.01	Black	Tarpaper	None Detected
02A	Layer 1	B2310742.02	Black	Mastic	None Detected
	Layer 2	B2310742.02	Black	Tarpaper	None Detected
02B	Layer 1	B2310742.03	Black	Mastic	None Detected
	Layer 2	B2310742.03	Black	Tarpaper	None Detected
Threshold		B2310742.04A	Black	Tarpaper / Mastic	Chrysotile 2%
		B2310742.04B	Tan	Tile	Chrysotile 5%



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: B2310742
Date Received: 05-19-23
Date Analyzed: 05-19-23
Date Reported: 05-19-23

Project: FAIRHOPE K-1, M23-270

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
01A Layer 1 B2310742.01	Mastic	Heterogeneous Black Non-fibrous Bound	<1%	Cellulose	100%	Mastic <1% Tar	None Detected
	Layer 2 B2310742.01	Tarpaper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30% Tar	None Detected
02A Layer 1 B2310742.02	Mastic	Heterogeneous Black Non-fibrous Bound	<1%	Cellulose	100%	Mastic <1% Tar	None Detected
	Layer 2 B2310742.02	Tarpaper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30% Tar	None Detected
02B Layer 1 B2310742.03	Mastic	Heterogeneous Black Non-fibrous Bound	<1%	Cellulose	100%	Mastic <1% Tar	None Detected
	Layer 2 B2310742.03	Tarpaper	Heterogeneous Black Fibrous Bound	70%	Cellulose	30% Tar	None Detected
Threshold B2310742.04A	Tarpaper / Mastic	Heterogeneous Black Fibrous Bound	70%	Cellulose	28% <1%	Tar Mastic	2% Chrysotile

Unable to separate tarpaper and mastic.



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Southern Earth Sciences, Inc.
707 E. Cervantes St., Suite B, #198
Pensacola, FL 32501

Lab Code: B2310742
Date Received: 05-19-23
Date Analyzed: 05-19-23
Date Reported: 05-19-23

Project: FAIRHOPE K-1, M23-270

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
B2310742.04B	Tile	Homogeneous Tan Non-fibrous Tightly Bound	95%	Vinyl	5% Chrysotile

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points


REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

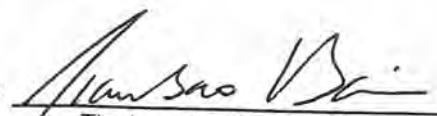
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:


Nicholas Moore

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director





CHAIN OF CUSTODY

4

CEI

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	B2310742
CEI Lab I.D. Range:	

COMPANY INFORMATION		PROJECT INFORMATION
CEI CLIENT #:		Job Contact: Adam Beasley
Company: Southern Earth Sciences		Email / Tel: abeasley@soearth.com / 850-501-7752
Address: 707 E. Cervantes St., Suite B, # 198		Project Name: FAIRHOPE K-1
Pensacola, FL 32501		Project ID#: M23-270
Email: abeasley@soearth.com		PO #:
Tel: 850-501-7752	Fax:	STATE SAMPLES COLLECTED IN: AL

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>Barbara</i>	5 / 18 /2023 1600	BMB	5/19/23 9:30

Samples will be disposed of 30 days after analysis

7721-8413-5387

ASBESTOS BULK SAMPLE LOG

Project Number M23-270

Date 5/18/23

Project Name Fairhope K-1

Building Name / Area Surveyed

Inspector Adam Beasley

Inspector License # AIN0822279250

Sample #	Material Description	Sample Location	Friable
01A	Black Mastik/Tarpaper	Northwing Hall - Front East of Columns	No
02A	↓	- Front West of Columns	↓
02B	↓	- Middle	↓
Threshold	↓	- Threshold of Columns in Front of Hall	↓

Certifications

THE UNIVERSITY OF ALABAMA®



has examined the documentation of asbestos training and qualifications of the person named below and confers this

Certificate of Accreditation

Asbestos Inspector Renewal

Adam Beasley

Alabama Accreditation Number

AIN0822279250

Certificate Expiration Date

August 2, 2023

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.

Handwritten signature of David D. Elam in black ink.

Executive Director

Handwritten signature of Michael Vasquez in black ink.

Associate Director for Environmental Programs

The Environmental Institute

Adam Beasley

*Has completed coursework and satisfactorily passed
an examination that meets all criteria required for the Course*

Asbestos in Buildings: Air Sampling and Analysis
(NIOSH 582 EQUIVALENT)

April 7-11, 2008

Course Date

2221

Certificate Number

April 11, 2008

Examination Date

Thomas G. Laubenthal

Thomas G. Laubenthal - Course Director

Sandie Wieman

Sandie Wieman - Exam Administrator



(Florida Provider Registration Number 0001342 - Course #0006277)

TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department (Bid No. 23-032-2023-PWI-012) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
City-Wide Road Repair, Resurfacing and Striping Project
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc., with the total bid proposal not-to-exceed the amount of \$900,792.38, is now awarded the bid for City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Award of Bid No. 23-032-2023-PWI-012 City-Wide Road Repair, Resurfacing and Striping Project

Project Location: City of Fairhope

Presented to City Council: 8/14/2023

Resolution #: Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director

Changed AUG 7 '23 PM 1:24 *ow*

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 900,792.38 Not-to-Exceed Amount

\$ _____

Vendor: Asphalt Services, Inc. (Vendor #3005)

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: 103-55856
G/L Acct Name: City Wide Street Resurface/Miscellaneous

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

Project Budgeted: \$ 498,000.00 (103-55856 - \$423,000 City-Wide Roads & 001260-50475 - \$75,000 Civic Center Parking Lot)
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 402,792.38

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

Approve the award of Bid No. 23-032-2023-PWI-012 City-Wide Road Repair, Resurfacing and striping project in the not-to-exceed amount of \$900,792.38 to Asphalt Services, Inc. Of the total contract price the city-wide roads repair amount is \$710,576.88 and \$190,215.50 is for city owned property parking lots (Civic Center - \$118,912.50 and Pecan Building - \$71,303.00).
Authorizes the Mayor to execute contract.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved/Date: 8/4/2023

Approved Date: 8/4/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

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
City Treasurer

Date: July 27, 2023

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-032-2023-PWI-012 City-Wide Road Repair, Resurfacing & Striping Project**

The Director of Public Works, Richard Johnson, has requested city-wide road repair, resurfacing and Striping. This project entails all material, equipment, labor, and incidentals to conduct resurfacing, restoration and rehabilitation, striping, marking and base repair for roadway segments and/or parking surfaces.

A service bid was issued on June 18, 2023, posted to the City of Fairhope's website, and viewed by 143 of 397 vendors who select to receive e-notifications. Two (2) responsive bids were received at the bid opening on July 20, 2023 at 2:00 p.m.

The Director of Public Works recommends the award be made **Asphalt Services, Inc.** Their low bid response price for the entire project was Nine Hundred Thousand Seven Hundred Ninety-Two Dollars and Thirty-Eight Cents (\$900,792.38).

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-032-2023+-PWI-012 City-Wide Road Repair, Resurfacing & Striping Project for the not to exceed cost of \$900,792.38.

Enclosure

Cc: Richard Johnson, George Ladd, Clint Steadham

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

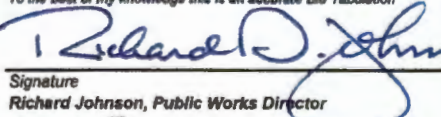
251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

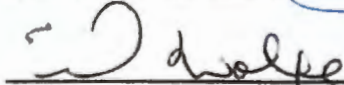
City of Fairhope Bid Tabulation
 Bid No. 23-032-2023-PWI-012 City-Wide Road Repair, Resurfacing and Striping Project
 Project: 2023-PWI 012 City-Wide Road Repair, Resurfacing and Striping Project
 Opened July 20, 2023 at 2:00 p.m.

Vendor:		Asphalt Services, Inc.	John G. Walton Construction Company
Bid Documents Signed/Notarized:		Y	Y
Bid Bond:		Y	Y
Vendor Compliance (Y/N):		Y	Y
		Project Subtotal	Project Subtotal
A	Bancroft Alley – Gravel Road Paving – Approx. 175 L.F.	\$11,920.85	\$24,305.39
B	Haver Lane – Cul-de-sac Paving – Approx. 170 L.F.	\$11,058.53	\$18,903.28
C	Windmill Road – From Thompson Hall to SR181 – Approx. 2,565 L.F.	\$83,500.45	\$80,859.15
D	White Avenue – From S. Bayview St. to S. Mobile St. – Approx. 769 L.F.	\$39,926.00	\$40,988.15
E	White Avenue – From S. Bayview St. to S. Section St. – Approx. 2,782 L.F.	\$100,030.90	\$105,588.83
F	Riveroaks Drive – From Boothe Rd. to Oakwood Ave. – Approx. 1,195 L.F.	\$56,821.00	\$66,957.00
G	Oakwood Ave. Sagebrush Lp. & Driftwood Ave. – Approx. 4,548 L.F.	\$110,693.25	\$126,094.55
H	Sea Cliff Drive – From BC Maintenance to Southern Terminus – Approx. 2,217 L.F.	\$98,492.50	\$100,622.01
I	Bayou Drive – From N. Section St. to Fairwood Blvd. – Approx. 1,540 L.F.	\$70,885.50	\$70,040.10
J	Quail Creek Drive – From SR181 to Neighborhood Entrance – Approx. 2,210 L.F.	\$113,747.90	\$104,925.12
K	Pecan Building Parking Resurfacing & Striping – Approx. 4,338 S.Y.	\$71,303.00	\$75,663.66
L	City Hall/Civic Center Parking Resurfacing & Striping – Approx. 3,680 S.Y.	\$118,912.50	\$130,272.73
M	Project-Wide: Asphalt Leveling – Unit Price In Place	\$13,500.00	\$16,833.00
Combined Bid Total		\$800,792.38	\$962,052.97

Recommendation:

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

 07/21/2023
 Signature
 Richard Johnson, Public Works Director

 7/21/2023
 Signature
 Erin Wolfe, Purchasing Manager



INVITATION TO BID
NO. 23-032-2023-PWI-012
PROJECT NO. 2023-PWI 012
CITY-WIDE ROAD REPAIR, RESURFACING &
STRIPING PROJECT

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

TABLE OF CONTENTS

Invitation and Instruction to Bidders.....	I
Scope of Work.....	II
Bid Response Form.....	III
Contractor Information.....	IV
Insurance.....	V
Sample Contract.....	VI
Standard Terms and Conditions.....	VII
Alabama Immigration Act Contract Requirements.....	VIII
Invitation Summary.....	IX
Bid Bond.....	X
Performance Bond.....	XI
Labor and Materials Bond.....	XII
Closeout Documents.....	XIII
Bid Set Drawings	Attachment

**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.: 23-032-2023-PWI-012
NAME: City-wide Road Repair, Resurfacing & Striping Project

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), striping, marking, and base repair for City of Fairhope roadway segments and/or parking surfaces contained in the bid specifications. IT is expected that the winning bidder can complete this project within ninety (90) calendar days, no exceptions for holidays, following a fifteen (15) day Notice to Proceed period.

1.03 BID DEADLINE

Bids will be received until **2:00 P.M. local time, Thursday, July 20, 2023**, 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 Thursday, July 13, 2023, at 2:00 P.M. or will be forever waived.

1.06 SITE EXAMINATION

There will be a non-mandatory pre-bid meeting on Tuesday, July 11, 2023, at 2:00 P.M. at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL. This non-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), striping, marking, base repair and limited ADA sidewalk improvements for City of Fairhope roadway segments and/or parking surfaces contained in the project Scope of Work. It is expected that the winning bidder can complete this project in ninety (90) calendar days, no exceptions for holidays following a fifteen (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 to Purchasing@FairhopeAL.gov by Thursday, July 13, 2023, at 2:00 P.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. 23-032-2023-PWI-012
Project No. 2023-PWI 012
City-Wide Road Repair, Resurfacing & Striping Project**

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), striping, marking, and base repair for City of Fairhope roadway segments and/or parking surfaces contained in the bid specifications. It is expected that the winning bidder can complete this project within ninety (90) calendar days, no exceptions for holidays, following a fifteen (15) day Notice to Proceed period.

The Project Scope of Work:

Entails all material, equipment, labor and incidentals to conduct Resurfacing, Restoration and Rehabilitation (RRR), striping, marking, and limited leveling/base repair improvements for the following City of Fairhope roadway segments and/or parking surfaces:

- A. Bancroft Alley - Gravel Road Paving - Approx. 175 L.F.
- B. Haver Lane - Cul-de-sac Paving - Approx. 170 L.F.
- C. Windmill Road - From Thompson Hall to SR181 - Approx. 2565 L.F.
- D. White Avenue - From S. Bayview St. To S. Mobile St. - Approx. 769 L.F.
- E. White Avenue - From S. Bayview to S. Section St. - Approx. 2782 L.F.
- F. Riveroaks Drive - From Boothe Rd To Oakwood Ave - Approx. 1195 L.F.
- G. Oakwood Ave, Sagebrush Lp & Driftwood Ave Paving - Approx. 8 L.F.
- H. Sea Cliff Dr. - From BC Maintenance to Southern Terminus - Approx. 2217 L.F.
- I. Bayou Drive - From N. section St. to Fairwood Blvd. - Approx. 1540 L.F.
- J. Quail Creek Drive - From SR181 to Neighborhood Entrance - Approx. 2210 L.F.
- K. Pecan Building Parking Resurfacing & Striping - Approx. 4338 SY
- L. City Hall/Civic Center Parking Resurfacing & Striping - Approx. 3680 SY
- M. Project-Wide: Asphalt Leveling - Unit Price in Place

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. Bid is broken down by categories A. – M. listed above. Lump Sum pay items for Traffic Control shall be capped at a maximum of 2.5% (where applicable) of the category sub-total and lump sum for Mobilization/ Demobilization shall be capped at a maximum of 5.0% of the category sub-total. Bidder may bid less than the cap.

Each Category will be treated as an à la carte additive alternate. Meaning that if overall totals exceed annual budgeted amount for road resurfacing, categories can be eliminated in total to adjust to budget.

CRITICAL TIMELINES:

- 15-day Notice to Proceed Period
- 90 Calendar Days allowed for work (no exceptions for holidays)
- Liquidated Damages of \$250.00 per calendar day beyond the designated contract time.

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 ninety (90) 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 is 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 or purchasing@FairhopeAl.gov.
7. Bids/Quotes must be received by 2:00 PM - Thursday, July 20, 2023, at the Purchasing Department, 666 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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."

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. CONTRACT TIME:

Contract time for CITY-WIDE ROAD REPAIR, RESURFACING & STRIPING PROJECT, City of Fairhope Public Works Project No. 2023-PW 012 shall be *ninety (90) calendar days*. Contract time shall start fifteen (15) days following the Official Notice to Proceed to Proceed.

19. 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: 7 / 20 / 2023

Bid No: 23-032-2023-PWI-012

Project: City-Wide Road Repair, Resurfacing & Striping Project

Bids Due: Thursday, July 20, 2023, 2:00 P.M.

A. Bancroft Alley – Gravel Road Paving – Approx. 175 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Roadbed processing – CRUSHED AGGREGATE BASE COURSE (825-B), PLANT MIXED, 3" COMPACTED THICKNESS SHALL MEET ASTM D 698, 98% COMPACTION (SYIP) (301-A)	STA	1.75	2,002 ⁰⁰	3,503 ⁵⁰
2	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	34	225 ⁰⁰	7,650 ⁰⁰
Project Sub-Total:					11,153 ⁵⁰
3	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	209 ⁸⁵	209 ⁸⁵
4	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	557 ⁵⁰	557 ⁵⁰
Sub-Bid Total:					11,920 ⁸⁵

B. Haver Lane – Cul-de-sac Paving – Approx. 170 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	39	7 ⁰⁰	273 ⁰⁰
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	58	20 ⁰⁰	1,160 ⁰⁰
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	61	142 ⁰⁰	8,662 ⁰⁰
4	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	16	12 ⁰⁰	192 ⁰⁰
Project Sub-Total:					10,287 ⁰⁰
3	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	257 ¹⁸	257 ¹⁸
4	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	514 ³⁵	514 ³⁵
Sub-Bid Total:					11,058 ⁵³

C. Windmill Road – From Thompson Hall to SR181 – Approx. 2565 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	264	7 ⁰⁰	1,848 ⁰⁰
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	98	12 ⁰⁰	1,176 ⁰⁰
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	500	142 ⁰⁰	71,000 ⁰⁰
4	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.49	3,500 ⁰⁰	1,715 ⁰⁰
5	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide – Edge Striping (701-A)	MI	0.97	1,600 ⁰⁰	1,552 ⁰⁰
6	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	32	12 ⁰⁰	384 ⁰⁰
Project Sub-Total:					77,675 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	1,941 ⁷⁵	1,941 ⁷⁵
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	3,883 ⁷⁵	3,883 ⁷⁵
Sub-Bid Total:					83,500 ⁷⁵

D. White Avenue – From S. Bayview St. to S. Mobile St. – Approx. 769 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	81	7 ⁰⁰	567 ⁰⁰
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	1,777	7 ⁵⁰	13,327 ⁵⁰
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	161	142 ⁰⁰	22,862 ⁰⁰
4	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	32	12 ⁰⁰	384 ⁰⁰
Project Sub-Total:					37,140 ⁵⁰
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	928 ⁵⁰	928 ⁵⁰
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	1,857 ⁰⁰	1,857 ⁰⁰
Sub-Bid Total:					39,926 ⁰⁰

E. White Avenue – From S. Bayview to S. Section St. – Approx. 2,782 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	301	7 ⁰⁰	2,107 ⁰⁰
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	3,913	3 ⁰⁰	11,739 ⁰⁰
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In and Edge Milling)	SY	319	10 ⁰⁰	3,190 ⁰⁰
4	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	512	142 ⁰⁰	72,704 ⁰⁰
5	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	132	12 ⁰⁰	1,584 ⁰⁰
6	Traffic Control Markings, Class1, Type A, Ped X-ing (703-A)	SF	144	12 ⁰⁰	1,728 ⁰⁰
Project Sub-Total:					93,052 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,326 ³⁰	2,326 ³⁰
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	4,652 ⁶⁰	4,652 ⁶⁰
Sub-Bid Total:					100,030 ⁹⁰

F. Riveroaks Drive – From Boothe Rd to Oakwood Ave – Approx. 1,195 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	223	7 ⁰⁰	1,561 ⁰⁰
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	326	12 ⁰⁰	3,912 ⁰⁰
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	332	142 ⁰⁰	47,144 ⁰⁰
4	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	20	12 ⁰⁰	240 ⁰⁰
Project Sub-Total:					52,857 ⁰⁰
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	1,321 ²⁵	1,321 ²⁵
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	2,642 ⁷⁵	2,642 ⁷⁵
Sub-Bid Total:					56,821 ⁰⁰

G. Oakwood Ave., Sagebrush Ln & Driftwood Ave. – Approx. 4,548 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	520	7 ⁰⁰	3,640 ⁰⁰
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Full Width)	SY	0	0.00	0.00
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	773	128 ⁵⁰	99,330 ⁵⁰
4	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	0	0.00	0.00
Project Sub-Total:					102,970 ⁵⁰
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,574 ²⁵	2,574 ²⁵
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	5,148 ⁵⁰	5,148 ⁵⁰
Sub-Bid Total:					110,693 ²⁵

H. Sea Cliff Drive – From BC Maintenance to Southern Terminus – Approx. 2,217 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	235	7 ⁰⁰	1,645 ⁰⁰
2	Milling/Planing Existing Asphalt (1" – 1.5" Deep) (408-A) (Full Width)	SY	4,698	3 ⁰⁰	14,094 ⁰⁰
3	Roadbed Processing (clipping, grading & leveling) – CRUSHED AGGREGATE BASE COURSE – use of in-place material, 98% COMPACTION	SY	420	10 ⁰⁰	4,200 ⁰⁰
4	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	486	142 ⁰⁰	69,012 ⁰⁰
5	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.42	3,500 ⁰⁰	1,470 ⁰⁰
6	Reflective Pavement Markers – Class "A", Type 2-D, (2-sided yellow) (705-A)	Each	120	10 ⁰⁰	1,200 ⁰⁰
Project Sub-Total:					91,621 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,290 ⁵⁰	2,290 ⁵⁰
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	4,581 ⁰⁰	4,581 ⁰⁰
Sub-Bid Total:					98,492 ⁵⁰

I. Bayou Drive – From N. Section St. to Fairwood Blvd. – Approx. 1,540 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	216	7 ⁰⁰	1,512 ⁰⁰
2	Milling/Planing Existing Asphalt (1" – 1.5" Deep) (408-A) (Full Width)	SY	4,311	3 ⁰⁰	12,933 ⁰⁰
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	320	142 ⁰⁰	45,440 ⁰⁰
4	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.29	3,500 ⁰⁰	1,015 ⁰⁰
5	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	42	12 ⁰⁰	504 ⁰⁰
6	Traffic Control Markings, Class 1, Type A, Ped X-ing (703-A)	SF	378	12 ⁰⁰	4,536 ⁰⁰
Project Sub-Total:					65,940 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	1,648 ⁵⁰	1,648 ⁵⁰
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	3,297 ⁰⁰	3,297 ⁰⁰
Sub-Bid Total:					70,885 ⁵⁰

J. Quail Creek Drive – From SR181 to Neighborhood Entrance – Approx. 2,210 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	339	7 ⁰⁰	2,373 ⁰⁰
2	Milling/Planing Existing Asphalt (1" – 1.5" Deep) (408-A) (Full Width)	SY	6,771	3 ⁰⁰	20,313 ⁰⁰
3	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	503	142 ⁰⁰	71,426 ⁰⁰
4	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.42	9,800 ⁰⁰	4,116 ⁰⁰
5	Traffic Control Markings, Class 1, Type A, Ped & Golf Cart X-ing (703-A)	SF	600	12 ⁰⁰	7,200 ⁰⁰
6	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	32	12 ⁰⁰	384 ⁰⁰
Project Sub-Total:					105,812 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,645 ³⁰	2,645 ³⁰
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	5,290 ⁶⁰	5,290 ⁶⁰
Sub-Bid Total:					113,747 ⁹⁰

K. Pecan Building Parking Resurfacing & Striping – Approx. 4,338 SY					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	217	7 ⁰⁰	1,519 ⁰⁰
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	0	0.00	0.00
3	Asphalt Leveling – Bituminous Concrete Leveling Surface (424-B) – As required and directed by Public Works Director	TON	67	125 ⁰⁰	8,375 ⁰⁰
4	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	337	142 ⁰⁰	47,854 ⁰⁰
5	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide – Parking Space Delineation (701-A)	L.F.	2,200	2 ⁰⁰	4,400 ⁰⁰
6	Traffic Control Markings, Class 1, Type A, Ped X-ing (703-A)	SF	480	12 ⁰⁰	5,760 ⁰⁰
Project Sub-Total:					67,908 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	0	0.00 ⁰⁰	0.00
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	3,395 ⁰⁰	3,395 ⁰⁰
Sub-Bid Total:					71,303 ⁰⁰

L. City Hall/Civic Center Parking Resurfacing & Striping – Approx. 3,680 SY					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat – (405-A) 0.05-0.06 Gal/SY	GAL	458	7 ⁰⁰	3,206 ⁰⁰
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	64	20 ⁰⁰	1,280 ⁰⁰
3	Base Failure Repair Type "B" – Root Intrusion – See Detail – Includes cut, excavation, aggregate fill and binder patch	SY	0	0.00	0.00
4	Asphalt Wearing – Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Overage)	TON	670	148 ⁰⁰	99,160 ⁰⁰
5	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide – Parking Space Delineation (701-A)	L.F.	3,052	2 ⁰⁰	6,104 ⁰⁰
6	Traffic Control Markings, Blue, Class1, Type A, Handicapped Parking – Six Spaces Total (Per Plan) – Includes striping, markings and signage	LS	1	3,500 ⁰⁰	3,500 ⁰⁰
Project Sub-Total:					113,250 ⁰⁰
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	0	0.00	0.00
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	5,662 ⁵⁰	5,662 ⁵⁰
Sub-Bid Total:					118,912 ⁵⁰

M. Project-Wide: Asphalt Leveling – Unit Price in Place					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Asphalt Leveling – Bituminous Concrete Leveling Surface (424-B) – As required and directed by Public Works Director – Project-Wide	TON	100	135 ⁰⁰	13,500 ⁰⁰
Sub-Bid Total:					13,500 ⁰⁰

PROJECT BID SUMMARY		
ITEM #	DESCRIPTION	BID AMOUNT
A.	Bancroft Alley – Gravel Road Paving – Approx. 175 L.F.	11,920 ⁸⁵
B.	Haver Lane – Cul-de-sac Paving – Approx. 170 L.F.	11,058 ⁵³
C.	Windmill Road – From Thompson Hall to SR181 – Approx. 2,565 L.F.	83,500 ⁴⁵
D.	White Avenue – From S. Bayview St. to S. Mobile St. – Approx. 769 L.F.	39,926 ⁰⁰
E.	White Avenue – From S. Bayview St. to S. Section St. – Approx. 2,782 L.F.	100,030 ⁹⁰
F.	Riveroaks Drive – From Boothe Rd. to Oakwood Ave. – Approx. 1,195 L.F.	56,821 ⁰⁰
G.	Oakwood Ave. Sagebrush Lp. & Driftwood Ave. – Approx. 4,548 L.F.	110,693 ²⁵
H.	Sea Cliff Drive – From BC Maintenance to Southern Terminus – Approx. 2,217 L.F.	98,492 ⁵⁰
I.	Bayou Drive – From N. Section St. to Fairwood Blvd. – Approx. 1,540 L.F.	70,885 ⁵⁰
J.	Quail Creek Drive – From SR181 to Neighborhood Entrance – Approx. 2,210 L.F.	113,747 ⁹⁰
K.	Pecan Building Parking Resurfacing & Striping – Approx. 4,338 S.Y.	71,303 ⁰⁰
L.	City Hall/Civic Center Parking Resurfacing & Striping – Approx. 3,680 S.Y.	118,912 ⁵⁰
M.	Project-Wide: Asphalt Leveling – Unit Price In Place	13,500 ⁰⁰
Combined Bid Total:		\$ 900,792 ³⁸

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
_____	_____	NONE	_____ TR
_____	_____	_____	_____

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 20th day of July, 2023.

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)

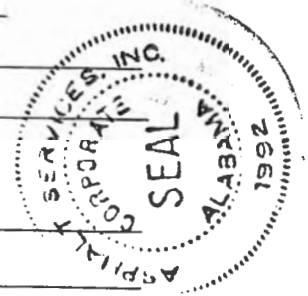
(Name of Partner Print)

Address _____

Phone Number () _____ Fax Number () _____

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

Foreign Entity ID (if outside of Alabama) N/A



If Corporation or LLC

Company ASPHALT SERVICES, INC.

State of Incorporation ALABAMA

Company Representative Taylor Renfroe
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address 11045 Old Highway 31
Spanish Fort, Al. 36527

Phone Number (251) 621-9325 Fax Number (251) 621-9393

E-mail address trenfroe@asi-gc.com AL Contractor's License No. 22479

Foreign Vendor Id N/A

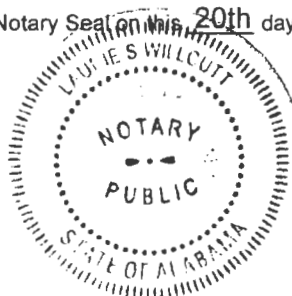
BID PROPOSAL NOTARIZATION:

STATE OF ALABAMA }

COUNTY OF BALDWIN }

I, the undersigned authority in and for said State and County, hereby certify that Taylor Renfroe as Project Manager respectively, of Asphalt Services, Inc., 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 20th day of July, 2023.



NOTARY PUBLIC *Louise S. Willcutt*

MY COMMISSION EXPIRES 3 /10/ 2024

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 23-032-2023-PWI-012
Project No. 2023-PWI 012
City-Wide Road Repair, Resurfacing & Striping Project

Business Organization

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

ASPHALT SERVICES, INC.

Doing-Business-As Name of CONTRACTOR:

11045 Old Highway 31 - Spanish Fort, Al. 36527

Principal Office Address:

LOCAL Telephone Number: (251) 621-9325 Toll-Free N/A
LOCAL Fax Number: (251) 621-9393
Email address: trenfroe@asi-gc.com
Website: N/A

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: 3/5/1992

Location of incorporation: ALABAMA

The corporation is held: Publicly
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General
Limited

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV CONTRACT recorded? Yes No

Contact: Taylor Renfroe Email trenfroe@asi-gc.com

Phone (251) 621-9325 Fax (251) 621-9393

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.

- i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.
- j. This CONTRACT 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 CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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

By signing this Contract, _____ represents and agrees
COMPANY NAME
that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

IN WITNESS WHEREFORE, the parties hereto have executed this CONTRACT as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

 Sherry Sullivan, Mayor

ATTEST: _____
 Lisa A. Hanks, MMC, City Clerk

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
 COUNTY OF BALDWIN _____ }

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

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

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

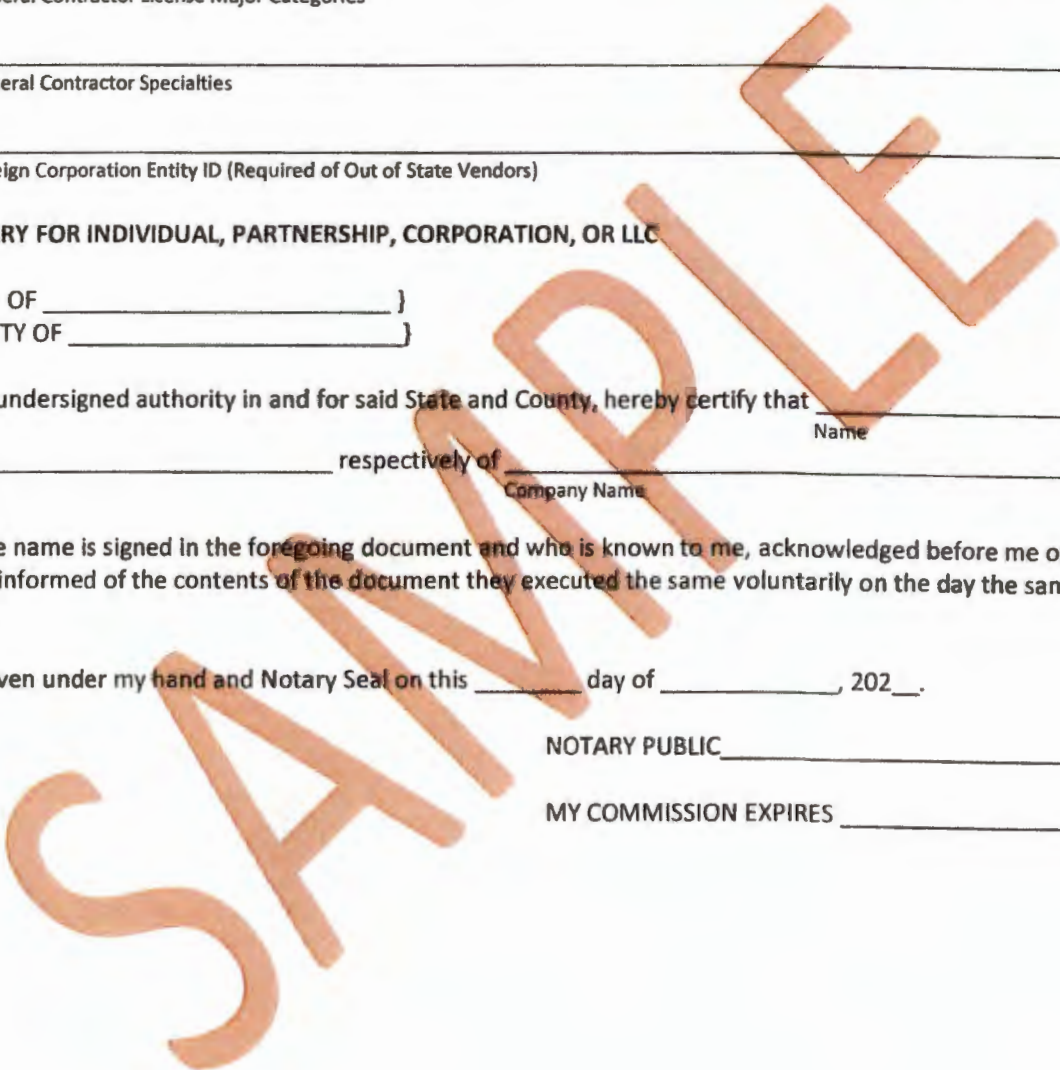
_____ respectively of _____
Title Company Name

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 REMEDIATING 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 2011-536, as amended by Act No 2012-491, *Code of Alabama (1975) Section 31-13-1 through Section 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to CONTRACTs with the City of Fairhope, Alabama. All business entities entering into CONTRACTs with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

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

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

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

CONTRACTOR. A person, employer, or business entity that enters into 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. 23-032-2023-PWI-012
Project No. 2023-PWI 012
City-Wide Road Repair, Resurfacing & Striping Project**

Bid Name:	BID 23-012-2023-PWI-012 City-Wide Road Repair, Resurfacing & Striping Project
Issue Date:	June 18, 2023
Certificate of Insurance Requirements:	See Item V
Non-Mandatory Pre-Bid Meeting:	Tuesday, July 11, 2023, 2:00 P.M.
Deadline for Questions Date:	Thursday, July 13, 2023, 2:00 P.M.
Bid Due Date:	Thursday, July 20, 2023, 2:00 P.M.
City Internet Site:	<u>www.FairhopeAL.gov</u>
SEALED Bid Response Copies to submit:	One (1) Original Paper Copy
Purchasing Department Contact for questions:	<u>Purchasing@FairhopeAL.gov</u> (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) Asphalt Services, Inc
11045 Old Highway 31, Spanish Fort, AL 36527

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. 23-032-2023 PWI-012
PROJECT NAME: City-Wide Road Repair, Resurfacing & Striping Project. Public Works No. 2023-PWI 012

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 20th day of July, 2023

Asphalt Services, Inc

(Principal (Company))

ATTEST

Jannie D Willcutt

By

Taylor Renfro

Taylor Renfro, Project Manager

Print Name and Title

SURETY
ATTEST

Connie Smith
Connie Smith, Witness

By

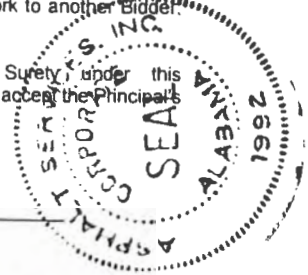
Billie Jo Sanders

Western Surety Company

Surety Company

Billie Jo Sanders, Attorney-in-Fact

Print Name and Title



CORPORATION

Asphalt Services, Inc

Name of Corporation, Partnership, or Joint Venture


Business Mailing Address: 11045 Old Highway 31, Spanish Fort, AL 36527

email *trenfro@asi-gc.com* phone *(251) 621-9325*

* Please Copy: *lwillcutt@asi-gc.com*


BY: [Signature]
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)
22479
(General Contractor's License Number)
vendors)

Taylor Renfroe, Project Manager
(Position or Title)
N/A
Foreign Corporation Entity Id (Required of out-of-state vendors)



Attest
[Signature]
(Secretary)
Western Surety Company
(Name of Surety)

(Name of State under the laws of which incorporated)
BY: [Signature]
(Attorney in Fact) Billie Jo Sanders



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, Paul B Scott Jr., David J Durden, Renee Ellis, Milton A Kopf III, 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 19th day of June, 2021



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, 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

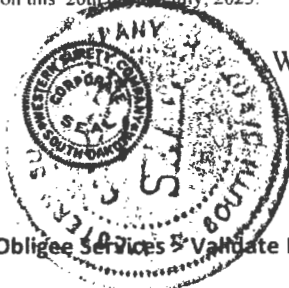


M. Bent

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 20th day of July, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 22479
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ASPHALT SERVICES INC

SPANISH FORT, AL 36527

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

BC: BUILDING CONSTRUCTION, EV-S: POL DISPENSING SYSTEM, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until December 31, 2023 when this Certificate expires.

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

9th day of January, 2023

191413

Michael B. Tew

SECRETARY-TREASURER

Charles A. Lingo, Jr.

CHAIRMAN



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110
Bureau of Office Engineer
Plans and Proposals Section
Telephone: 334-242-6444 FAX: 334-264-7976
www.dot.state.al.us



Kay Ivey
Governor

John R. Cooper
Transportation Director

May 22, 2023

Asphalt Services, Inc.
11045 Old Highway 31
Spanish Fort, AL 36527

CONFIDENTIAL

To Whom It May Concern:

This is to certify that the above addressee is qualified under the rules and regulations of the Alabama Department of Transportation and Section 23-1-56, Code of Alabama 1975, to submit proposals for Highway and Bridge Construction, and which bids are to be taken by the Alabama Department of Transportation, subject to the following restrictions.

Your contractor identification number is 01-071

The permissible amount of work under contract at any one time is: \$94,099,200

This certificate not valid after: 4/30/2024

This certificate limits the holder to the classification of work indicated below:

- Flexible Paving
- Grading
- Minor Drainage
- Bit. Hot Mix Structural & Surface Course

Alabama Secretary of State Certificate of Existence: Foreign corporations will not be awarded a federal aid project without having furnished this office a Secretary of State Certificate of Existence valid for a period covering the bid award date. Foreign corporations will not be issued a bidding proposal for any project exclusive of federal funding without having provided this office with a Secretary of State Certificate of Existence valid for a period covering the bid opening date.

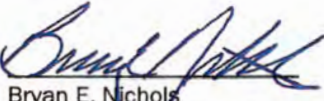
Alabama General Contractors License: You will not be awarded a federal aid project without having obtained an Alabama General Contractors License that is valid for a period covering the award date. Your bid on any project exclusive of federal funding will be rejected if you do not hold a valid Alabama General Contractors License and provide evidence of such in your bid package.

Memorandum of Understanding: MOU concerning enrollment in the E-Verify program must be on file in this office before a project can be awarded.

Sincerely,

Joe H. Lister, Jr., P.E.
State Office Engineer

Certified by:


Bryan E. Nichols
Assistant Bureau Chief



ASPHSER-01

CSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
4/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Connie H. Smith	
	PHONE (A/C, No, Ext): (334) 386-3611	FAX (A/C, No):
E-MAIL ADDRESS: csmith@turnerfirst.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Middlesex Insurance Company		23434
INSURER B: Ala Branch of AGC of Amer Inc SIF #0100R A-VI		055028
INSURER C: Transguard Insurance Company of America		28886
INSURER D: Midwest Employers Casualty Co		23612
INSURER E:		
INSURER F:		

INSURED
Asphalt Services, Inc.
E&T Enterprises LLC
11045 Old Highway 31
Spanish Fort, AL 36527

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A0195715002	4/26/2023	4/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A0195715002	4/26/2023	4/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			A0195715002	4/26/2023	4/26/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MA401	1/1/2023	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			IMP1000771-00	4/26/2023	4/26/2024	Leased & Rented 200,000
D	Worker's Compensatio			EWC009234	1/1/2023	1/1/2024	see limits above 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER <p align="center">PROOF OF INSURANCE FOR INFORMATION & BIDDING PURPOSES</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Company ID Number: 489423

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Asphalt Services, Inc.	
Laurie S Willcutt Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Asphalt Services, Inc.
Company Facility Address:	11045 Old Highway 31
	Spanish Fort, AL 36527
Company Alternate Address:	
County or Parish:	BALDWIN
Employer Identification Number:	631062122

Company ID Number: 489423

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> ALABAMA 1 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Gregory T Smith	Fax Number:	(251) 621 - 9393
Telephone Number:	(251) 621 - 9325		
E-mail Address:	asi@asi-gc.com		
Name:	Laurie S Wilcutt	Fax Number:	(251) 621 - 9393
Telephone Number:	(251) 621 - 9325		
E-mail Address:	asi@asi-gc.com		

**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. 23-032-2023-PWI-012 City-Wide Road Repair, Resurfacing & Striping Project, 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 Project No. **2023-PWI 012 City-Wide Road Repair, Resurfacing & Striping Project**, 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 _____, 2023,
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 _____, 2023.

Principal

By:

Title

Surety

ATTEST:

By:

Title

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 the Renewal of Cradlepoint NetCloud Essentials Subscriptions and Yearly Support for the IT Department; and Subscriptions and Support are on Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$15,848.00.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Procurement of Renewal of Cradlepoint NetCloud Essentials Subscriptions and Annual Support

Project Location: IT

Presented to City Council: 8/14/2023

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

AUG 4 '23 4:45 JMW

Project Cash Requirement Requested:
Cost: \$ 15,848.00 (Not-to-Exceed Annual Amount)

Vendor: CDW-G (Vendor #21292)

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001160-50300
G/L Acct Name: Computer Expense

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

Project Budgeted: \$ 10,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 5,848.00

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

Approve the procurement of the renewal of Cradlepoint NetCloud Essentials Subscriptions and yearly support in the not-to-exceed amount of \$15,848.00. This is a cellular modem through which the City runs remote locations and devices. Originally budgeted in FY23 at \$10,000, the additional expense of \$5,848.00 can be funded by IT Computer Expense remaining budget available for FY23. This item is on the State of Alabama Division of Purchasing Contract Number MA23000003 with CDW-G - no bid necessary.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures: Suzanne Doughty
Suzanne Doughty

Kim Crech
Kim Crech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: August 2, 2023

Re: **City Council Approval for Procurement of the Renewal of Cradlepoint NetCloud Essentials Subscriptions**

The I.T. Director, Jeff Montgomery, requests approval for the procurement of the renewal of Cradlepoint NetCloud Essentials subscriptions and yearly support. This is a cellular modem through which the City runs remote locations and devices. The total quote cost from CDW-G is Fifteen Thousand Eight Hundred Forty-Eight Dollars (\$15,848.00), which includes a reinstatement fee.

This procurement is on the State of Alabama Division of Purchasing Contract Number MA23000003 with CDW-G and therefore does not have to be let out to bid.

Please compose a Green Sheet and place on the next available City Council Agenda this request to this procurement of the renewal of Cradlepoint NetCloud Essentials Subscriptions for \$15,848.00.

CC: Jeff Montgomery, Clint Steadham

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

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



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JEFF MONTGOMERY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote Expiration Date: 9/1/2023

Quote valid for 30 days, subject to OEM price changes.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMHF920	8/2/2023	NMHF920	5955395	\$15,848.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I Mfg. Part#: MA3-NCESS-R UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: SVAR_AL_L_Alabama NVP Software_MA230000003 (CTR060021_AL_MA230000003)	42	4949168	\$267.00	\$11,214.00
Cradlepoint NetCloud IoT Essentials - subscription license renewal (3 years) Mfg. Part#: TB3-NCESS-R Electronic distribution - NO MEDIA Contract: SVAR_AL_L_Alabama NVP Software_MA230000003 (CTR060021_AL_MA230000003)	5	5904231	\$106.00	\$530.00
Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I Mfg. Part#: MA3-NCESS-R UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: SVAR_AL_L_Alabama NVP Software_MA230000003 (CTR060021_AL_MA230000003)	5	4949168	\$209.00	\$1,045.00
Cradlepoint NetCloud Enterprise Branch Essentials Plan - subscription licen Mfg. Part#: BF03-NCESS-R Electronic distribution - NO MEDIA Contract: SVAR_AL_L_Alabama NVP Software_MA230000003 (CTR060021_AL_MA230000003)	1	6049945	\$278.00	\$278.00
Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I	1	4949164	\$146.00	\$146.00

QUOTE DETAILS (CONT.)

Mfg. Part#: MA1-NCESS-R

UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: SVAR_AL_L_Alabama NVP Software_MA230000003
(CTR060021_AL_MA230000003)**Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I**

2

4949164

\$129.00

\$258.00

Mfg. Part#: MA1-NCESS-R

UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: SVAR_AL_L_Alabama NVP Software_MA230000003
(CTR060021_AL_MA230000003)**Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I**

6

4949164

\$124.00

\$744.00

Mfg. Part#: MA1-NCESS-R

UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: SVAR_AL_L_Alabama NVP Software_MA230000003
(CTR060021_AL_MA230000003)**Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I**

1

4949164

\$73.00

\$73.00

Mfg. Part#: MA1-NCESS-R

UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: SVAR_AL_L_Alabama NVP Software_MA230000003
(CTR060021_AL_MA230000003)**CRADLEPOINT NETCLOUD REINSTATEMENT**

1

6536726

\$1,560.00

\$1,560.00

Mfg. Part#: RENSTMNTFEE

Electronic distribution - NO MEDIA

Contract: SVAR_AL_L_Alabama NVP Software_MA230000003
(CTR060021_AL_MA230000003)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL \$15,848.00**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$15,848.00****PURCHASER BILLING INFO****Billing Address:**CITY OF FAIRHOPE
ACCTS PAYABLE
555 S SECTION ST
PO DRAWER 429
FAIRHOPE, AL 36532-1609
Phone: (251) 928-8003**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF FAIRHOPE
MAIN WAREHOUSE
555 S SECTION ST
FAIRHOPE, AL 36532-1609**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**



Sales Contact Info

Brian Krull | (866) 537-4660 | briakru@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$15,848.00	\$434.08/Month	\$15,848.00	\$498.90/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 08/2/24

Department: IT

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>CDWG - SVAR_AL_L_Alabama NVP Software_MA230000003</u>	\$ <u>15,848</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Yearly Support
2. What is the total cost of the item or service? 15848
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): CDWG
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 10,000 rest of cost can come out of 001160 - 50300
3. Budget code: 001160-50300 LINE 380

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

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to approve the procurement of the renewal of 27 Annual Subscriptions of CitizenServe Software for the IT Department from Online Solutions, LLC; and authorizes procurement allowed by the Code of Alabama 1975, Section 41-16-51(a)(11). The total amount is \$40,500.00.

Adopted on this 14th day of August, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of the Renewal of Citizenserve User Subscriptions

Project Location: IT - Various Depts City Wide

Presented to City Council: 8/14/2023

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 40,500.00 Not-to-exceed amount

Vendor: Online Solutions, LLC (Vendor #6285)

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30 Rev-18

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001180,001200,001130 - 50300
G/L Acct Name: Computer Expense (Various Depts)

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

Project Budgeted: \$ 33,000.00
Balance Sheet Item
Included in projected
cash flow

Over (Under) budget amount: \$ 7,500.00

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

Approve the Procurement of 27 User Subscription Citizenserve licenses in the annual not-to-exceed amount of \$40,500.00. This is the software that provides online submittal and permitting for citizens, builders, and developers. Each subscription is \$1,500.00 annually.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures: Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO


To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: July 25, 2023

Re: **City Council Approval for Procurement of the Renewal of Citizenserve User Subscriptions**

The I.T. Director, Jeff Montgomery, requests approval for the procurement of the renewal of 27 user subscriptions for the Citizenserve software by Online Solutions, LLC. This software provides online submittal and permitting for citizens, builders, and developers. The annual cost per license is One Thousand Five Hundred Dollars (\$1,500.00), or a total annual cost of Forty Thousand Five hundred Dollars (\$40,500.00).

This procurement is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a) (11) which states:

"(a) Competitive bids for entities subject to this article shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity and custom software."

Please compose a Green Sheet and place on the next available City Council Agenda this request to this procurement of the renewal of 27 annual subscriptions of Citizenserve software for a total of \$40,500.00.

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

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

CC: Jeff Montgomery, Clint Steadham

Online Solutions LLC
 1101 E. Warner Rd Suite 160
 Tempe, AZ 85284 US
 (800)325-9818x703
 jim@citizenserve.com
 www.citizenserve.com



BILL TO
 City of Fairhope
 ATTN: Erik Cortinas
 161 North Section St.
 Fairhope, AL 36532

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5168	07/06/2023	\$40,500.00	07/06/2023	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Annual Billing Annual billing for 27 Citizenserve user subscriptions (10/13/2023 - 10/12/2024) PO 20231315-00	27	1,500.00	40,500.00
BALANCE DUE			\$40,500.00

CITY OF FAIRHOPE
 JUL 17 2023
 ACCTS PAYABLE



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 7/27/23

Department: IT

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>Citizenserve 6285</u>	\$ <u>40,500</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Click or tap here to enter text.
2. **What is the total cost of the item or service?** 40500
3. **How many do you need?** Click or tap here to enter text.
4. **Item or Service Is:** New Used Replacement Annual Request
5. **Vendor Name (Lowest Quote):** Click or tap here to enter text.
6. **Vendor Number:** Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** 33,000
3. **Budget code:** 001180, 001200, 001130 – 50300

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

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of a John Meunier Rotopac Screw Compactor that includes the needed parts, plus freight from Templeton and Associates for the Wastewater Treatment Plant with a total quote budgeted not-to-exceed \$29,765.31.

[2] Templeton and Associates is sole source. The equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of a John Meunier Rotopac Screw Compactor for the WWTP

Project Location: Wastewater Treatment Plant

Presented to City Council: 8/14/2023

Resolution # :
Approved _____

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent
Dennis Scott, Sewer Plant Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 29,765.31 Not-to-exceed amount

Vendor: Templeton & Associates Engineering Sales, Inc. (Vendor #8259)

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 004020-59502
G/L Acct Name: WWTP-System Improvements

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

Project Budgeted: \$ 44,002.30 (Headworks repairs FY23 Remaining Budget)
Balance Sheet Item-
Included in projected cash flow

Over (Under) budget amount: \$ (14,236.99)

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

Approve the Procurement of a John Meunier Rotopac Screw Compactor for the Headworks at WWTP in the amount of \$29,765.31. This is sole source as Templeton & Associates Engineering Sales, Inc. is the only authorized supplier of Veolia Water Technologies/John Meunier products in the state of Alabama.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures:

Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech


Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Suzanne Doughty, 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: August 2, 2023

Re: **Green Sheet and City Council Approval for the Procurement of a John Meunier Rotopac Screw Compactor for the Wastewater Treatment Plant**

Lisa A. Hanks, MMC
City Clerk

The Superintendent of Water/Wastewater, Daryl Morefield, and the Wastewater Treatment Plant Manager, Dennis Scott, are requesting approval for the procurement of a John Meunier Rotopac Screw Compactor Model RP-200 for the Wastewater Treatment Plant.

Kimberly Creech
Treasurer

The John Meunier compactor is built by Veolia Water Technologies. This is the only compactor that will work with the current equipment at the Wastewater Treatment Plant. Templeton & Associates Engineering Sales, Inc. is the only authorized supplier of Veolia Water Technologies/John Meunier products in the state of Alabama.

The attached quote from Templeton & Associates Engineering Sales, Inc. includes the needed parts and materials, plus freight for the Rotopac Screw Compactor. The total budgeted cost is Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars and Thirty-One Cents (\$29,765.31).

The equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

"The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality."

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of a John Meunier Rotopac Screw Compactor for the Wastewater Treatment Plant for \$29,765.31.

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

CC file, Dennis Scott, Daryl Morefield, Clint Steadham

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

TEMPLETON & ASSOCIATES

ENGINEERING SALES, INC

QUOTATION

DATE: 07/16/2023
TO: MR. DENNIS SCOTT - PLANT MANAGER
CITY OF FAIRHOPE

EQUIPMENT: ROTOPAC SCREW COMPACTOR
MODEL: RP-200
MANUFACTURER: JOHN MEUNIER

In accordance with your request and the terms and conditions contained herein, Templeton & Associates Engineering Sales is pleased quote the following:

ITEM	PART NUMBER	DESCRIPTION	QUANT.	UNIT PRICE	TOTAL
1	FASPRP338275	Rotopac Compactor/Washer RPW200-48" Mild Steel Painted Complete Bearing Housing & Auger Assembly	1	\$23,546.67	\$23,546.67
2	FASPRP200370	Rotopac Compactor/Washer Bearing Housing Reducer Shaft	1	\$2,424.47	\$2,424.47
3	FXKSYV300165	Rotopac Compactor/Washer Bearing Housing Reducer Key	1	\$21.33	\$21.33
4	TOLUGU200561	EP NLGI 400GR Multi Purpose Grease	2	\$14.55	\$29.09
5	ROBOSALFREIGHT	Freight Charges to Fairhope, AL (8-10 Weeks Lead Time)	1	\$3,743.75	\$3,743.75
TOTAL:				\$29,765.31	

NOTES:

- Wiring, Installation, and any items not specifically listed in our quote is by others.
- Startup up is not included

TERMS AND CONDITIONS

1. FOB shipping point, freight included.
2. Anchor Bolts/Anchor bolt design not included
3. Only those items of equipment specifically mentioned above are included in this proposal.
4. No taxes are included in the quoted price.
5. Price quoted will remain firm for a period of 30 days from date of proposal.
6. Damages are limited to the value of the order.
7. This proposal is subject to the Manufacturer's standard warranty clauses and Terms and Conditions for spare parts (3 months from time of delivery)
8. The price provided is based on Templeton and Associates Engineering Sales existing insurance policy limits. Any additional insurance requirements required by the purchaser will be added to the price at cost.

An order may be placed for the equipment covered in this proposal by signing in the space provided below and returning one signed copy, or by issuing your purchase order to:

Templeton & Associates Engineering Sales, Inc
4324 Brogdon Exchange
Suwanee, GA 30024

and indicating on your order that it is an acceptance of this proposal.

Submitted By: TEMPLETON & ASSOCIATES ENGINEERING SALES, INC.

Rob Coleman

Accepted By: _____
Signature

Printed Name with Title

Company

Date: _____



City of Saint-Laurent, June 12 - 2023

To whom it may concern

Subject: VWTC/John Meunier headworks products distribution

Dear Madam, Sir,

As specialists in potable water, process water, wastewater treatment and storm water management, Veolia Water Technologies Canada Inc. has been serving North American municipalities and industries since 1948.

With a wide range of technologies, we design, manufacture and service wastewater treatment plants, offering complete solutions with a wide range of highly efficient products and solutions.

Please be advised that Templeton & Associates Engineering Sales Inc. is our authorized sole sourced distributor for all our VWTC/John Meunier products consisting of screening, compacting, grit removal, storm water equipment and repair parts in the State of Alabama.

Thank you very much for your interest in Veolia Water Technologies Canada Inc. If you have any further questions, please contact Templeton & Associates Engineering Sales Inc.

Mr. Rob Coleman, PE
Templeton & Associates Engineering Sales Inc.
P: (205) 821-2511

Sincerely,

A handwritten signature in black ink, appearing to read "Conrad LaFleur".

Conrad LaFleur

Application Support - Internal Sales (Parts and Services)
WATER TECHNOLOGIES

Office: 514-334-7230 #3309 / Fax: 514-334-7519
4105 Sartelon
Saint-Laurent, QC
Canada
H4S 2B3
conrad.lafleur@veolia.com

ISO 9001: 2015
www.veoliawatertechnologies.ca / www.veoliawaterstna.com

Resourcing the world **VEOLIA**

70 ans de présence au Canada / 70 years in Canada



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Dennis Scott

Date: 7/31/2023

Department: Water And Wastewater

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>Templeton And Associates</u>	\$ <u>\$29,765.31 Sole Source</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Compactor for Headworks Click or tap here to enter text.
2. What is the total cost of the Item or service? \$29,765.31 Click or tap here to enter text.
3. How many do you need? 1 Click or tap here to enter text.
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): \$29,765.31 Sole Source Click or tap here to enter text.
6. Vendor Number: 8259

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? \$ 29,765.31 Click or tap here to enter text.
3. Budget code: Click or tap here to enter text.

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

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of 476 Media - Pink 20 D Aluminum Clips for the Parkson Fuzzy Filter from Parkson Corporation for the Wastewater Treatment Plant with a total quote budgeted not-to-exceed \$19,992.00.

[2] Parkson Brand Fuzzy Filter Equipment is sole source and exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Procurement of Media for the Parkson Fuzzy Filter at WWTP

Project Location: WWTP - 300 North Church Street

Presented to City Council: 8/14/2023

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent
Dennis Scott, Sewer Plant Manager

Resolution # : _____
Approved _____
Changed _____
Rejected 8/16/23 4:45 *DSW*

Project Cash Requirement Requested:
Cost: \$ 19,992.00 (Not-to-Exceed Annual Amount)

Vendor: Parkson Corporation (Vendor #6936)

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water **Wastewater** Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004020-59502

G/L Acct Name: System Improvement - WWTP

Project Budgeted: \$ 20,000.00

Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (8.00)

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

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

Capital Lease: _____ - Payment _____ Term _____

Approve the procurement of media for the Parkson Fuzzy Filter Equipment which is sole-sourced through Parkson Corporation as the only authorized provider of such media.

City Council Prior Approval/Date? _____


Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>8/2/2023</u>	Purchasing Memo Date: <u>8/2/2023</u>	Delivered To Date: <u>8/4/2023</u>
Request Approved Date: <u>8/4/2023</u>	Request Approved Date: <u>8/4/2023</u>	Approved Date: <u>8/4/2023</u>
Signatures: <u>Suzanne Doughty</u> Suzanne Doughty	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, 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: August 2, 2023

Re: Green Sheet and City Council Approval for the Procurement of Media for the Parkson Fuzzy Filter at the Wastewater Treatment Plant

Lisa A. Hanks, MMC
City Clerk

The Superintendent of Water/Wastewater, Daryl Morefield, and the Wastewater Treatment Plant Manager, Dennis Scott, are requesting approval for the procurement of 476 Media – Pink 20 D Aluminum Clips for the Parkson Fuzzy Filter at the Wastewater Treatment Plant.

Parkson Brand Fuzzy Filter Media is the only media that can be used with the Parkson Fuzzy Filter Equipment. Parkson is the only authorized provider of the Fuzzy Filter media.

Kimberly Creech
Treasurer

The attached quotation from Parkson is for 476 Media – Pink 20 D Aluminum Clips. The total budgeted cost is Nineteen Thousand Nine Hundred Ninety-Two Dollars (\$19,992.00).

The equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

“The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.”

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of Media for the Parkson Fuzzy Filter at the Wastewater Treatment Plant for \$19,992.00.

CC file, Dennis Scott, Daryl Morefield, Clint Steadham

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

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



100 Schreiber Drive
Trussville, AL 35172
Phone 205.655.7466
Fax 205.655.7669

July 31, 2023

Mr. Dennis Scott
Fairhope WWTP
555 Section Street
Fairhope, AL 36532

Subject: Fairhope, AL – Fuzzy Filter Media – Sole Source

Dear Dennis:

This is to inform you that Parkson is the sole source in the United States for the Fuzzy Filter media for the Fuzzy Filter equipment.

Parkson designs, manufactures, and services the equipment. There are no other dealers, distributors, or service organizations that offer the equipment.

Please let me know if you need any additional information or if you have any questions.

Sincerely,

Parkson Corporation

Brad Draper
Field Service Manager

BD/rg



Aftermarket Care – Quotation

1401 W. Cypress Creek Rd. – Suite 100, Fort Lauderdale, FL 33309- HEADQUARTERS
562 Bunker Court, Vernon Hills, IL 60061
100 Schreiber Dr., Trussville, AL 35173

Parkson Corp. H-

1-888-Parkson

*The Quotation is submitted pursuant to Parkson Corporation Aftermarket Terms and Conditions, which are embedded below

Quote Name	Fairhope AL 1013 BWD 7-31-23	Created Date	7/31/2023
Quote Number	00035345	Expiration Date	8/31/2023
Prepared By	Bradley Draper	Contact Name	Stenson Biggs
Email	bdraper@parkson.com	Phone	(251) 928-7867
		Email	stenson@jimhouse.com
Bill To Name	Fairhope, AL	Ship To Name	Fairhope, AL
Project #	1013	Payment Terms	Net 30
Freight	Prepay and Add	Estimated Delivery	12 - 14 Weeks.
		FOB:	Shipping Point

Item Number	Product	Quantity	Sales Price	Total Price
23002003	Media - Pink 20 D Aluminum Clip (4222)	476.00	\$42.00	\$19,992.00

Line Items	1	Subtotal	\$19,992.00
		Total Price	\$19,992.00

Please complete information below:

BILL TO Name: City of Fairhope
 Address: PO Box 429
 City, State, Zip: Fairhope AL 36533

SHIP TO Name: City of Fairhope
 Address: 555 South Section St
 City, State, Zip: Fairhope AL 36532

PO #: _____

SHIP TO Attn of: DEMMIS SCOTT

Bill to - Email: _____

Phone: 251-990-0139

All amounts expressed in US Dollars

Quote Acceptance Information

Signature
 Name
 Title
 Date



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Dennis Scott

Date: 8/2/2023

Department: Water and Wastewater

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>Parkson</u>	\$ <u>\$ 19,992.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? **Fuzzy Filter Media** Click or tap here to enter text.
 2. What is the total cost of the item or service? **\$19,992.00** Click or tap here to enter text.
 3. How many do you need? **476 pounds** Click or tap here to enter text.
 4. Item or Service Is: New Used Replacement Annual Request
 5. Vendor Name (Lowest Quote): **Parkson**
 6. Vendor Number: **6936** Click or tap here to enter text.
- If you do not have a Vendor Number, please go to the City of Fairhope page www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? **\$19992.00** Click or tap here to enter text.
3. Budget code: **004020-59502**

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

RESOLUTION NO. ____

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

[1] That the City of Fairhope approves the procurement of a Maintenance Support Plan for the Hewlett Packard Plotter with a three-year agreement to include parts, labor, consumables, plus 1,500 sq. ft. of line drawings color/black per quarter for a not-to-exceed amount of \$2,336.28, annual cost \$778.76; and authorizes Mayor Sherry Sullivan to execute agreement.

[2] The Maintenance Plan will be purchased via the Purchasing Cooperative NASPO Cooperative Contract (#140596-AL02) through HP, Inc. and DEX Imaging will facilitate support.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Maintenance Support Plan for Hewlett Packard Plotter

Project Location: IT - Various Depts in City

Resolution # : _____

Presented to City Council: 8/14/2023

Approved _____

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 2,336.28 Not to exceed (\$778.76 annually)

AUG 4 '23 PM 4:48 *Jaw*

Vendor: HP Inc. (Vendor #8051)

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001130-50325
G/L Acct Name: Printers/Copiers/OE and Supplies

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

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

Over (Under) budget amount: \$ 2,336.28

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

Approve the procurement of the maintenance support plan for the Hewlett Packard Plotter which was approved for lease in March 2023. The maintenance support plan is \$778.76 annually and is a three-year agreement which includes parts, labor, consumables plus 1,500 sq. ft. of line drawings color/black per quarter. This maintenance plan will be purchased via the purchasing cooperative NASPO Cooperative Contract (#140598-AL02) through HP, Inc. and Dex Imaging will facilitate the support. Authorize Mayor to execute maintenance support agreement.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? 03/13/23 Meeting - Approved Lease Agreement for HP Plotter

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/2/2023

Purchasing Memo Date: 8/2/2023

Delivered To Date: 8/4/2023

Request Approved Date: 8/4/2023

Request Approved Date: 8/4/2023

Approved Date: 8/4/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO


To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: August 2, 2023

Re: **City Council Approval for Procurement of the maintenance support plan for the Hewlett Packard Plotter**

The I.T. Director, Jeff Montgomery, requests approval for the procurement of the maintenance support plan for the Hewlett Packard Plotter that was approved to lease in March 2023. Dex Imaging is providing the leased plotter and the maintenance support for the plotter. The maintenance support will be One Hundred Ninety-Four Dollars and Sixty-Nine Cents (\$194.69) per quarter, or Seven Hundred Seventy Eight Dollars and Seventy-Six Cents (\$778.76) per year for the three year lease, and will include parts, labor, consumables (inks, print heads and maintenance cartridges, plus 1,500 sq. ft. of line drawings color/black per quarter.

This will be purchased through the purchasing cooperative NASPO Cooperative Contract (Contract #140596-AL02) with HP, Inc. and therefore does not have to be let out for bid.

Please compose a Green Sheet and place on the next available City Council Agenda this request for the procurement of the maintenance support plan for the Hewlett Packard Plotter for \$778.76 annually.

CC: Jeff Montgomery, Clint Steadham

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

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

HP DesignJet T2600 Multifunction Printer series



ENGINEERED FOR COLLABORATION—Turn your workgroups into highly efficient teams

A Revised Proposal for:



SEAMLESS EXPERIENCE—Designed for all

- Radically simple experience with a 15.6-inch interface and the easy PDF printing with HP Click.
- Engage in a collaborative workstyle with teams by quickly accessing shared folders to print and scan.
- Empower your workforce. Easily print and share jobs from the cloud with your mobile device and HP Smart app.
- Fits in your workplace as the most compact 36-inch All-in-One and quietest operation, with up to 87% less noise.

UNLEASH PERFORMANCE—To turn design into delivery

- Showcase design versatility from precise line drafts to bulky colored 3D renders, with HP Bright Office Inks.
- Provide the highest accuracy and display the finest details with the unique Adobe PDF Print Engine.
- Meet deadlines with speeds up to 180 DPM, the industry's only integrated stacker, and dual rolls.
- Easily digitize your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

SECURE—World's most secure large-format printer

- Best of class network protection with features like HP Secure Boot and whitelisting
- Control who accesses the printer and its confidential documents with secure user authentication features.
- Keep your fleet secure with HP JetAdvantage Security Manager.

Pricing Valid Through August 15th, 2023
Matt Brown, 406.203.8330
Regional Wide Format Specialist

HP DesignJet T2600 Multifunction Printer series



1 New HP DesignJet T2600sr 36" Print/Copy/Scan

- Up to 3 Pages Per Minute
- 15.6" Monitor
- Single Roll Design w/Embedded 36" Scanner
- Up to 300' x 36" rolls
- 1 Roll of 36"x 300' Paper
- 6 Colors for Advanced Color Matching
- Print and Collaboration Software Included
- PS Print Drivers
- HP Click Print Submission Tool**
- Top Stacking up to 100 sheets
- Delivery, Installation, & Initial Networking



State & Local -NASPO- Contract Price

36 Mo FMV Lease: \$ 324.19


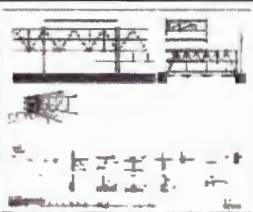


Service Agreement: \$ 194.69 / Per Quarter

Includes: 1,500 Sq. Ft. of Line Drawings Color/Black Per Quarter

All inclusive service contract includes all Parts, Labor, Consumables (Inks, Print Heads & Maintenance Cartridges). Does not include Paper.

Service Billed Quarterly

Black & White and Color at the Same Fixed Cost

Included Quarterly	Qrtly Base	Line Drawings Black/Color	Low Density	High Density
1,500	\$194.69	\$0.1283	\$0.3536	\$0.5807
				
Pixel Density (non-white pixels)		Less than 10%	Between 10% and 50%	More than 50%



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 08/02/23

Department: IT

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>DEX Support on Plotter – Council approval to sign paperwork</u>	\$ <u>780.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Plotter
2. What is the total cost of the item or service? 780.00
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): DEX
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? Will add to 24 budget.
3. Budget code: 003, 002, 004010, 004020, 001130, 001350 50325

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



Company Information

City of Fairhope

Bill To Address

City of Fairhope
161 North Section Street
Fairhope, AL 36532

Contacts

Dex Imaging Sales Representative

Name: Jon Cline
Phone: (251) 380-3200
Email: jon.cline@deximaging.com

A/P Billing Contact

Name: Jeff Montgomery
Phone: 251-928-2136
Fax:
Email: jeff.montgomery@fairhopeal.gov





SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

City of Fairhope
 161 North Section Street
 Fairhope, AL 36532

Delivery Contact: **Jeff Montgomery**
 Phone: 251-928-2136
 Email: jeff.montgomery@fairhopeal.gov

EQUIPMENT

Wide Format Service Contract Quarterly					
Base	SQ FT Included	Mono Lines	Color Lines	Low Density	High Density
\$ 194.69	1,500	\$ 0.1283	\$ 0.1283	\$ 0.3536	\$ 0.5807
Pixel Density	Mono/Color Lines	Less than 10%	Less than 10%	11 - 50%	Greater than 50%
Included: Parts, labor & supplies.					
Make	Model	Serial	ID#	Qty	
HP	DesignJet T2600SR			1	
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					
Acc:					

Special Instructions:



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITION

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING' control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX IMAGING's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. If the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product.

Accessories, Media, and/or Software not sold in conjunction with the connected product are not covered under this agreement. In some instances, computer support can be offered on a per call basis.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue congruent to lease terms. It shall be automatically renewed for successive one-year periods.

AUTOMATIC RENEWAL- This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION - The Initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS - Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Monitoring Software during the Initial Term and all subsequent Renewal Terms. If Customer does not allow the use of Monitoring Software, then Customer is responsible for the manual reporting of meters on a timely basis.

4. WIDE FORMAT CONTRACT TYPES

Labor Only – Parts, Supplies, and Service Maintenance kits at a charge. Labor costs are covered.

Time & Materials – Excluding consumables.

Contractual –Billing by pixel density categories. Includes all parts, labor, ink, with media optional.

5. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. Billing is based on square footage used according to the Pixel coverage category.

6. CUSTOMER CHANGES

DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment. Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

7. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING may not be covered under this Agreement.

8. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

9. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the Customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, considering the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

If Customer uses supplies other than DEX IMAGING' supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX IMAGING supplied materials.

10. NO WARRANTY

Other than the obligations set forth herein, DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

11. CONSUMABLES

Toner/ink cartridges will be shipped via electronic alerts generated by DEX IMAGING Monitoring Software. Manual orders can be placed for any units that do not report to the software. DEX IMAGING reserves the right to bill for premature ink cartridge removal. .00085 has been added to the square foot rates shown on the front of this agreement in lieu of freight. In a cost per square foot contract, all unused consumable items remain the property of DEX IMAGING. At contract termination, all unused consumable items, toner/ink cartridges, printheads, developer, drums, maintenance kits, etc. must be promptly returned to DEX IMAGING.

12. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.

Initials: _____

SPECIAL INSTRUCTIONS

DEX Sales Associate: Jon Cline

Customer's Authorized Representative

Signature: _____
Authorized Signature

Name/
Title: _____

Date: _____

Approvals

I have read and agree to all terms and conditions contained in the document.

DEX Imaging LLC

Regional Service Director

Name: _____

Date: _____

DEX Wide Format Specialist

Name: Matt Brown

Date: August 2, 2023



MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: City of Fairhope

FEDERAL TAX ID #: 63-6001254

ADDRESS: 161 North Section Street

Fairhope AL 36532

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Hewlett-Packard DesignJet T2600 36-in

EQUIPMENT LOCATION: 161 North Section Street Fairhope, AL 36532

TERM IN MONTHS: 36

MONTHLY PAYMENT AMOUNT*: \$324.19

(*PLUS TAX)

SECURITY DEPOSIT:

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION - IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X [Signature Box]

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")

Dex Imaging, LLC

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
3. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
4. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
5. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
6. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
7. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment in whole or in part to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
8. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
9. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise; if you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
10. **OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
11. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
12. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
13. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
14. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
15. **MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.



COF Project No. 2288

City of Fairhope
Project Funding Request

Issuing Date: 3/3/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Lease HP Plotter for Public Utilities Building

Project Location: Public Utilities Building

Resolution #: 4705-23

Presented to City Council: 3/13/2023

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Project Cash Requirement Requested:
Cost: \$ 11,670.84 (\$324.19 for 36 month lease)

Vendor: HP, Inc

Project Engineer: n/a

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

MAR 9 '23 2:56 *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 Fleet-48 Police-15 Golf-50 Fire-20 Golf Grounds-55 ECD-24 Museum-27 Rec-25 NonDepFac-75 Debt Service-85 Civo-26 Marina-84 Street-35 Plan/Zone-12 Meter-19 Adult Rec-30 IT-16

Project will be:

Expensed XOX
Capitalized
Inventoried

Funding Source:

Operating Expenses XOX
Budgeted Capital
Unfunded

Expense Code: 991120-66325
G/L Acct Name: Printer/Copier/OE and supplies

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

Project Budgeted: \$ _____ FY2023 budget impact \$1,845.14 (6 month lease payments)

Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 11,670.84

36 month lease

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

<p>Senior Accountant</p> <p>Purchasing Memo Date: <u>3/1/2023</u></p> <p>Request Approved Date: <u>3/3/2023</u></p> <p>Signature: <i>Alairn Stone</i> Alairn Stone</p>	<p>City Treasurer</p> <p>Purchasing Memo Date: <u>3/1/2023</u></p> <p>Request Approved Date: <u>3/3/2023</u></p> <p>Signature: <i>Kyle Creech</i> Kyle Creech</p>	<p>Mayor</p> <p>Delivered To Date: <u>3/3/2023</u></p> <p>Approved Date: <u>3/3/2023</u></p> <p>Signature: <i>Sherry Sullivan</i> Mayor Sherry Sullivan</p>
--	---	---

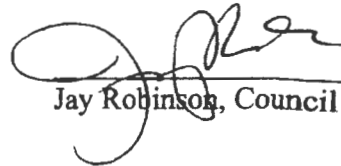


RESOLUTION NO. 4705-23


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 a **thirty-six (36) month** lease for a New Hewlett Packard Plotter for the City Services and Public Utilities Building; and the lease is on the NASPO Cooperative Contract #140596-AL02 and therefore does not have to be let out for bid. The total cost for the lease is \$11,670.84.

ADOPTED ON THIS 13TH DAY OF MARCH, 2023


Jay Robinson, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, the City Council adopted on September 26, 2022, a resolution approving and adopting the proposed Budget for the FY2022-2023, Resolution No. 4570-22; and

WHEREAS, the City of Fairhope is desirous to amend the Budget and that the following estimates of expenses, as related thereto, are hereby adopted and those expenses are appropriated as follows:

Account	Description	Debit	Credit
001350-50440	Small Equipment	49,889.00	
001350-50470	Purchases Vehicles & Equipment		49,889.00
001150-50440	Equip & Vehicle Repair	13,341.00	
001150-50470	Purchases Vehicles & Equipment	17,267.00	
001-49030	Insurance Claim		30,608.00
001150-50475	Capital Improvements	27,862.00	
001150-50524	Property Rental/Lease	36,725.00	
001-49895	Transfer from Impact Fees		64,587.00

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope hereby amends the Budget for the FY2022-2023 as recommended and presented above; and authorizes the City Treasurer to make the necessary changes.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa Hanks, MMC
City Clerk

RESOLUTION NO. ____

WHEREAS, US 90/98 Causeway project is an important planning project that will improve resiliency against severe weather events and to enable communities a safe evacuation route; and

WHEREAS, US 90/98 is a heavily traveled route used by out-of-state drivers and that local commuters take daily between Baldwin and Mobile County; and

WHEREAS, During severe weather and post natural disasters the US 90/98 Causeway route is severely impacted and can have profound effects on daily travel between Mobile and Baldwin County; and

WHEREAS, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama and the entire Gulf Coast region; and

WHEREAS, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT) Grant Opportunity PROTECT Grant program; and

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to write a letter in support to endorse the South Alabama Regional Planning Commission's application for the PROTECT Grant.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

August 15, 2023

Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT) Grant Opportunity to Support Coastal Resiliency Plan for US 90/98 Causeway

Dear Secretary Buttigieg:

The City of Fairhope is pleased to issue this letter supporting and endorsing the South Alabama Regional Planning Commission's (SARPC) PROTECT Grant application through the U.S Department of Transportation.

The Resiliency Plan for US 90/98 Causeway project is an important planning project that will improve resiliency against severe weather events and to enable communities a safe evacuation route. US 90/98 is a heavily traveled route used by out-of-state drivers and that local commuters take daily between Baldwin and Mobile County. During severe weather and post natural disasters the US 90/98 Causeway route is severely impacted and can have profound effects on daily travel between Mobile and Baldwin County.

For this reason, the City of Fairhope endorses this PROTECT grant application. We recognize the value of this project and the role it plays in the long-term resiliency of our infrastructure and improving safety for the traveling public.

Thank you for your consideration of SARPC's grant application.

Sincerely,

Sherry Sullivan, Mayor

RESOLUTION NO. _____

WHEREAS, the City of Fairhope adopted Ordinance No. 1625, An Ordinance repealing and replacing Ordinance No. 1331 to establish Impact Fees on new development in the City of Fairhope on October 13, 2018 in accordance with Act No. 2006-300 enacted by the Legislature of Alabama on April 4, 2006; and

WHEREAS, the City desires to use funds for “Police” which is a Benefit Area for (i) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (v) the police component of the “Impact Fee Study” prepared by TischlerBise; and

WHEREAS, the following project shall be paid from the Impact Fees Account and have met the criteria stated to be paid from said Account:

- New Police Precinct located at 329 South Greeno Road – Renovations and Rent; not to exceed \$64,587.00.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to expend Impact Fees for the above project as designated from the Impact Fee Account for services for the “Police” Benefit Areas.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and receive RFQs for Procurement Two Police Car Engines for the Police Department.

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

Please see RFQs Tabulation
Procurement Two Police Car Engines

[3] After evaluating the quotes with required specifications, Terry Thompson Chevrolet is now awarded the RFQ for Two Police Car Engines with a total unbudgeted cost of \$12,624.44.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/10/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Two (2) Police Car Engines

Project Location: Police Department

Presented to City Council: 8/14/2023

Funding Request Sponsor: Stephanie Hollinghead, Chief of Police
Tim Bung, Supervisor Vehicle mechanics

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 12,624.44 Not-to-Exceed Amount

Vendor: Terry Thompson Chevrolet (Vendor #2834)

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001150-50440
G/L Acct Name: Equipment & Vehicle Repair

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

Over (Under) budget amount: \$ 12,624.44

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

Capital Lease: _____ Payment _____ Term _____

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

Approve the Procurement for two (2) police car engines from Terry Thompson Chevrolet in the not-to-exceed amount of \$12,624.44. Three quotes were requested with two vendors unable to supply engines at this time.

City Council Prior Approval/Date? N/A

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 8/10/2023 Purchasing Memo Date: 8/10/2023 Delivered To Date: 8/10/2023

Request Approved Date: 8/10/2023 Request Approved Date: 8/10/2023 Approved Date: 8/10/2023

Signatures: Suzanne Doughty Kim Creech Sherry Sullivan
Suzanne Doughty Kim Creech Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: August 10, 2023

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval for the Procurement of Two Police Car Engines**

Kimberly Creech
Treasurer

The Chief of Police, Stephanie Hollinghead, is requesting approval of the procurement of two (2) police car engines. Two patrol vehicles are out of service and in need of replacement engines as soon as possible.

A request for quote was sent to three (3) potential vendors for this purchase. Two vendors responded that they would be unable to supply the engines immediately. Terry Thompson Chevrolet have the two engines available for purchase now. The quote from Terry Thompson Chevrolet is Six Thousand Three Hundred Twelve Dollars and Twenty-Two Cents (\$6,312.22) each, for a total of Twelve Thousand Six Hundred Twenty-Four Dollars and Forty-Four Cents (\$12,624.44).

The total budgeted cost for this procurement is Twenty Thousand Dollars (\$20,000.00).

NOTES:

See Attached Pats Invoice and Memo from the Chief of Police for details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for two police car engines from Terry Thompson Chevrolet for \$12,624.44.

CC file, Stephanie Hollinghead, Tim Bung, Clint Steadham

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

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



Parts Invoice
703083

Fri, Aug 4, 2023 9:39 AM
Paid Amount: \$0.00
Status: Quoted

Ph : 2516260631

1049 - CITY OF FAIRHOPE
(251) 990 - 0161
none@gmail.com
Tax Exempt No: POLITICAL

Billing Address
PO BOX 429
FAIRHOPE, AL
USA, 36532

Shipping Address
PO BOX 429
FAIRHOPE, AL
USA, 36532

Sale Type : Wholesale
(Charge)
Customer PO No : -
Driver : -
Counter Person Name :
Justen Wallace
Payment Method(s) Used :
None

S. No.	Part	Sale Qty	Ordered	Filled	Selling Price	Total Price	List Price
1	19434265 - REMANUFACTURED ENGINE	1	0	0	\$6,312.22	\$6,312.22	\$6,512.22
	Core: 19434265 - REMANUFACTURED ENGINE	1		0	\$5,000.00	\$5,000.00	\$0.00
	Core Return: 19434265 - REMANUFACTURED ENGINE	0		0	\$5,000.00	\$0.00	\$0.00

Comments

Sub Total	\$11,312.22
Fees	\$0.00
Discount	\$0.00
Tax	\$0.00
Total	\$11,312.22

Disclaimer of Warranty :

Any warranties on the products sold hereby are those made by the manufacturers. The sell, TERRY THOMPSON CHEVROLET, INC., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and TERRY THOMPSON CHEVROLET, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Customer shall not be entitled to recover from TERRY THOMPSON CHEVROLET, INC. any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other incidental damages.

Return Terms and Conditions :

There is no refund without this invoice. No refunds will be given after 30 days, or on special order or electrical parts. Returns are subject to a 35% restocking fee.





CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Stephanie H. Hollinghead

Date: August 8, 2023

Department: Police

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>Terry Thompson Chevrolet</u>	\$ <u>12,624.44</u>
2. <u>Sandy Sansing Chevrolet</u>	\$ <u>11,528.32 (None available)</u>
3. <u>McConnell Automotive</u>	\$ <u>12,373.22 (Would need to order)</u>

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Vehicle Engines
2. What is the total cost of the item or service? \$6,312.22
3. How many do you need? 2
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Terry Thompson Chevrolet
6. Vendor Number: 2834

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?
3. Budget code:

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



Fairhope Police Department

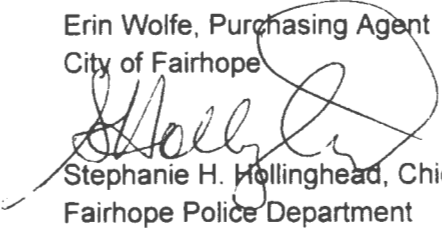
"On Beautiful Mobile Bay"

Stephanie H. Hollinghead
Chief of Police

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

DATE: August 9, 2023

TO: Erin Wolfe, Purchasing Agent
City of Fairhope

FROM: 
Stephanie H. Hollinghead, Chief
Fairhope Police Department

SUBJECT: Two (2) Engines

Please find attached quotes for the purchase of two (2) engines. Currently, we have two (2) patrol vehicles out of service and both are in need of replacement engines. I would like to retain both vehicles as one is a 2019 with 68,000 miles and the other is a 2018 with 45,000 miles.

This purchase was not previously approved in the 2023 budget. The total cost is \$6,312.22 per engine for a total of \$12,624.44. Please prepare the necessary paperwork for this item to be placed on the next City Council agenda. Let me know if you need additional paperwork or have any questions.

SHH/tdh



Sandy Sansing Chevrolet of Foley
 2255 S McKenzie St, Foley, AL 36535, US
 www.southern-chevrolet.com
 Ph: (251) 943 - 8505

Parts Invoice

733938

Fri, Aug 4, 2023 11:37 AM
 Paid Amount: \$0.00
 Status: Quoted

432143 - CITY OF FAIRHOPE (251) 928 - 2136 tim.bung@fairhopeal.gov Tax Exempt No: On File	Billing Address 161 NORTH SECTION ST. FAIRHOPE, AL USA, 36532	Shipping Address 161 NORTH SECTION ST. FAIRHOPE, AL USA, 36532	Sale Type : Retail (Charge) Counter Person Name : James Shimmitt Payment Method(s) Used : None Customer PO No : -
---	---	--	--

S. No.	Part	Sale Qty	Ordered	Filled	Bin (Shelves / Drawers)	Selling Price	List Price	Total Price
1	19368175 - REMANUFACTURED ENGINE	1	0	0	SPORD	\$5,764.16	\$5,664.16	\$5,764.16
	Core: 19368175 - REMANUFACTURED ENGINE	1		0		\$2,500.00	\$0.00	\$2,500.00
	Core Return: 19368175 - REMANUFACTURED ENGINE	0		0		\$2,500.00	\$0.00	-\$0.00

Sub Total	\$8,264.16
Fees	\$0.00
Discount	\$0.00
Tax	\$0.00
Total	\$8,264.16

Comments

03434 PO

Disclaimer of Warranty :

Any warranties on the products sold hereby are those made by the manufacturer. The seller expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the said sale of said products.

Return Terms and Conditions :

• ALL RETURNS MUST BE MADE WITHIN 10 DAYS AND SUBJECT TO 20% HANDLING CHARGE. • NO REFUNDS ON ELECTRICAL PARTS OR SPECIAL-ORDER PARTS. • ALL RETURNED PARTS MUST BE IN ORIGINAL SALEABLE PACKAGING



McConnell



McConnell Automotive
 3160 Dauphin Street
 Mobile, AL 36608
 (251) 478-4141
 www.mcconnellautomotive.com

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS. ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

DATE ENTERED 04 AUG 23	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE 04 AUG 23	INVOICE NUMBER Q19730
---------------------------	----------------	--------------	---------------------------	--------------------------

QUOTE

S
O
L
D

T
O

ACCOUNT NO. 1109771

CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429
 (251) 990-0161

S
H
I
P

T
O

PAGE 1 OF 1

SHIP VIA	SLSM. A10056	B/A NO.	TERMS CASH	F.O.B. POINT MOBILE AL					
QTY	UNIT	SA	PART NO.	BIN	DESCRIPTION	LIST	NET	AMOUNT	
1		0	19434265	0000	REMANUFAC	5512.22	6186.61	6,186.61	
			CORE DEPOSIT				5000.00	5,000.00	
**** INVOICE QUOTE - DO NOT PAY ****									
								PARTS	11,186.61
								SUBLET	
								FREIGHT	0.00
								SALES TAX	618.66
								TOTAL	\$11,805.27
CUSTOMER'S SIGNATURE X									

RESOLUTION NO. _____

WHEREAS, on July 24, 2023, Mayor Sherry Sullivan discussed the naming of the Clock Corner Property and gave a history of same; and

WHEREAS, the Clock Corner Property has been named Gaston’s Auto Livery, Gaston’s Garage, and Gaston Motor Company; and

WHEREAS, Mayor Sullivan recommended that the Clock Corner Property be named “Gaston Plaza.”

WHEREAS, the City Council is desirous to name the Clock Corner Property “Gaston Plaza” as recommended.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope accepts and approves the recommendation by Mayor Sullivan to name the Clock Corner Property “Gaston Plaza.”

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Lisa Marie Atchley <lisamarie.atchley@gmail.com>
Sent: Thursday, July 20, 2023 9:55 AM
To: Lisa A. Hanks, MMC
Cc: Lisa Marie Atchley
Subject: Fwd: Motion to City Council

Good morning Lisa. Please see below. Thank you.

Begin forwarded message:

From: Becky Barnard <rebecca.barnard@fairhopeal.gov>
Date: July 20, 2023 at 7:43:50 AM CDT
To: lisamarie.atchley@gmail.com
Subject: **Motion to City Council**

Good morning, Lisa,

Just wanted to send you the below so you may send it to the Clerk.

Lisa Atchley made a motion to recommend to the City Council that the City extend Fairhope Storm Football's contract on a year to year basis for use of W C Majors Field, with Maurice Morrisette second the motion, none opposed.

Becky Barnard

Administrative Assistant

Parks & Recreation Dept.- City of Fairhope

(251) 928-7270 ext. 319

**BOARD OF ADJUSTMENTS
& APPEALS**

NOMINEE (S)

3-Year Term

APPOINTMENTS

Bryan Flowers – 2nd Alternate Member

The term shall end August 2027

REAPPOINTMENTS

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

AN 30 '23 PM2:52 *SW*

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

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: Flowers First Name: Bryan Phone Number: _____
334-740-4010 Cell: 334-740-4010 Email: bryan.flowers1@c - bryan.flowers1@octhook.com
Home Address: 127 Glen Hardie Drive
City: Fairhope State: AL Zip: 36532
Business Address: Same (Work Remote)
City: _____ State: _____ Zip: _____
Name of Board or Committee: Pedestrian and Bicycle Committee of Planning Commission

EDUCATIONAL BACKGROUND:

AA Degree from Marion Military Institute, Graduated as 2nd Lt in Cadet Corp (Platoon Leader). BS Degree from Auburn Uni

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

NA

PROFESSIONAL EXPERIENCE:

25 years of leadership within the Food/Beverage Industry and now Managing Director within the Executive Recruiting industry not attached resum

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Creating a pedestrian friendly community. Involved in the economic growth plans for Fairhope.

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

My leadership background coupled with a very good skill set of collaboration, program management, project management, fact decision making approach . I look at Fairhope as being a premier destination for visitors and individuals that want to reside in t city!

Signature: _____

You may attach a resume with this application.

Date: _____

Bryan Powell
1/30/23

Accomplished Executive with demonstrated ability to deliver mission-critical results. A leader skilled in utilizing analytical & consumer data to strengthen the sales and operational processes. An innovative and collaborative executive whose key competency and personal passion is to build high performance leadership teams that drive outstanding financial results and competitive differentiation. Skilled in delivering significant revenue and margin results at Public, Private, Start-Up and Private Equity companies.

AREA OF EXPERTISE

- Strategic Planning
- Team Leadership
- Multi-Channel
- P&L Leadership
- Collaborative Leader
- Team Development
- Product Innovation
- Change Management
- Customer Acquisition
- Broker Management
- Consumer Insights
- Customer Service
- Board Experience
- Trade Management
- M&A
- Operational Cost Mgt

Trade Customer Relationships

- Walmart
- Amazon
- Costco
- Walgreens
- HEB
- Wegmans
- Publix
- AWG
- Meijer
- Kroger
- Sam's
- Loblaws
- Ahold
- WinCo
- Food Lion
- Sobeys
- Harris Teeter
- Whole Foods
- Albertsons
- SpartanNash
- Aldi
- Hannaford
- Topco
- Fresh Mkt
- Dollar General
- Family Dollar
- Dollar Tree
- Grocery Outlet

PROFESSIONAL EXPERIENCE

PeopleSuite

May 2020 – Present

Managing Director

- 2021 President's Club Winner
- Manage client account relationships in Food Manufacturing, Consumer Products (CPG), Pharmaceuticals, Consumer Services, Cannabis and Supermarkets industries.
- Full-cycle recruiter and client manager - analyze hiring needs, determine best recruiting methods, and create/deploy client-specific and/or role-specific recruiting strategies, using multi-faceted campaign strategy. Interview and present candidates, negotiate offers.
- Successful placement of candidates in the following functional areas: Human Resources, Sales, Marketing (both Traditional & Digital), eCommerce, Food Operations & Production, Engineering, Supply Chain, Quality Assurance, Category Management, Brand Management, Project Management, Plant Leadership, District Leadership, Executive Leadership.
- Provide strategic consultation to address hiring pain points within all retained and contingent hiring/recruiting needs.

NUZEE, INC. - \$3 Million Dollar Coffee Start Up

2018 – April 2020

Sales & Marketing Manager; North America

Appointed to spearhead and revitalize the startup's corporate growth strategy for a Nasdaq IPO. Revenue initiatives for co-manufacturing, branded, private label, and roaster programs across all trade channels. Management responsibilities of 2 Sales Managers, Director of Marketing & Marketing Associate.

- Aggressively pursued and developed Pour Over Coffee programs for the following:

- Walmart, Costco, Southeast Grocers, HEB, Albertson's, Bed Bath & Beyond, AholdDelhaize
- Developed the Steep Style Coffee and Standup Pouch Coffee programs for:
 - Amazon, Bass Pro, Academy Sports, Dick's Sporting Goods, Dollar Tree, Dollar General and Family Dollar
- Broker consolidation and restructuring initiative, built both a Branded and Store Brand national broker network
- Successfully launched the Coffee Blender Barista brand into both Brick & Mortar and E-Commerce
- Managed and created corporate trade & merchandising programs for various trade channels
- Revitalized the Twin Peaks Pour Over program at Amazon; incorporated trade funding initiatives, new item extensions and developed a more focused SEO resulting in 50% growth
- International product & program development with a UK based start-up.

MORGAN FOODS

2005–2018

Sr. Vice President, Sales & Marketing North America | Company Officer

Family owned, 120-year-old food manufacturer with a primary focus in Can Organic/non-Organic Soup, Aseptic Broth, Can Broth, Gravy and Organic/non-Organic Beans categories

Served on a 4-member executive team, collaborating on a 5-year strategic roadmap, business strategies and major capital project plans to achieve new category and CAGR growth targets.

- Managed a \$320M P&L with 12-member sales & marketing team.
- Delivered a 6.0% CAGR through customer acquisition, trade/merchandising, product innovation and deliberate pricing actions
- Built the marketing department from the ground up. Incorporated consumer data initiatives, product innovation, trend analysis, P&L/Pricing metrics, forecasting and SKU rationalization initiatives.
- Developed annual budgets targeting new items and merchandising strategies for both retailers and nationwide broker network
- Transformed the regional sales management team thru ongoing training, enhanced collaborative process, consumer trend knowledge and implementation of robust metric review process
- Secured business with 13 new national accounts across all channels of trade:
 - Traditional Supermarket - Kroger, HEB, Sam's Club, Walmart, Wegman's, WinCo, AholdDelhaize, Southeast Grocers
 - Mass/Club – Walmart, Sam's
 - Canadian - Overwaitea
 - Value/Limited Assortment – Lidl, Dollar Tree, Dollar General, Family Dollar
- Championed continuous product innovation and initiated development of 15+ new product lines via alignment of strategic retailers coupled with consumer trend analysis

CONAGRA FOODS | Store Brands Division

2000 – 2005

Senior Director, Sales & Marketing | Eastern Region

Public Company, \$15B+ food manufacturer with primary focus in Cereal, Can Pasta, Cooking Spray, Fruit Snacks, Granola Bar, Can Meat, Toaster Pastry and Breakfast Bar categories.

- \$120M business with 35 accounts across US, UK & Puerto Rico with management responsibilities of 2 direct reports
- Developed on trade merchandising programs with strategic customers such as: Delhaize, Ahold, Kroger, Publix, Albertsons, Harris Teeter & Wakefern
- Delivered an annual 7% CAG through customer acquisition and new item innovation

Director, Sales & Marketing | Southern Region

- \$60M business with 25 accounts across US & Puerto Rico with management responsibilities of one direct report

THE RED WING COMPANY/CARRIAGE HOUSE FOODS | Division of Tomkins, PLC

1995 – 2000

Southeast Business Manager, Sales & Marketing

Public Company, European-based food manufacturer with primary focus in condiment, pourable dressing, jelly/preserves, peanut butter, ketchup, and spaghetti sauce categories.

- \$50M business with 20 accounts across US & Puerto Rico.

OTHER RELEVANT EXPERIENCE

Golden Bay Foods, division of Federated Foods - Regional Account Executive

Presto Products, division of Reynolds Metals Company - Regional Business Manager

Fleming Companies Inc. - Product Manager, Senior Category Manager and Buyer

EDUCATION

B.S., Business Administration | Auburn University | Auburn, Alabama

Associate Degree | Cadet 2nd Lt. | Marion Military Institute | Marion, Alabama



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

Gulf Coast Pinball, LLC D/B/A Fairhope Pins + Pints

APPLICANT'S NAME Jarrett Crum SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Mobile, AL

MAILING ADDRESS 8951 Oldenburg Dr., Fairhope, AL 36532

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 8951 Oldenburg Dr., Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 3 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 58 N. Bayview Dr., Fairhope, AL 36532

NAME AND ADDRESS OF BUSINESS Gulf Coast Pinball, LLC D/B/A

Fairhope Pins + Pints 212 B Fairhope Ave., Fairhope, AL 36532

NAME OF CORPORATION _____

BUSINESS LOCATION Fairhope, AL

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Fairhope UNDER WHAT NAME Gulf Coast Pinball, LLC

HAS APPLICANT EVER BEEN ARRESTED Y IF SO, WHERE Georgia

WHEN 2015 WHAT WAS CHARGE Driving & suspended license - Dismissed & NOL Procced

DISPOSITION Dismissed & NOL Procced

LIST THREE REFERENCES:

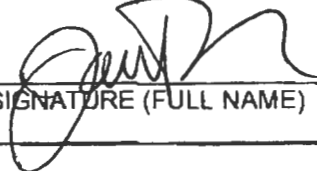
NAME	ADDRESS	PHONE NUMBER
Susan Crum	8951 Oldenburg	
Whit Deas	" "	
Phil Cusa	Daphne, AL	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

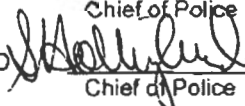
PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


7/19/2023

 SIGNATURE (FULL NAME) DATE

NOT APPROVED _____ DATE _____ Chief of Police  APPROVED _____ DATE 7/26/23 Chief of Police	NOT APPROVED BY COUNCIL _____ DATE _____ City Clerk APPROVED BY COUNCIL _____ DATE _____ City Clerk
---	--

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.



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

ALCOHOLIC BEVERAGE LICENSE APPPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City. Rae's Kitchen, LLC

APPLICANT'S NAME Nancy Dupre SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Baltimore, MD

MAILING ADDRESS 76 S. Section St unit B

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 76 S. Section St. unit B

NO. YEARS AT PRESENT ADDRESS 2 NO. YEARS AT PREVIOUS ADDRESS 8

PREVIOUS ADDRESS 460. N. Section St.

NAME AND ADDRESS OF BUSINESS _____

NAME OF CORPORATION Rae's Kitchen LLC

BUSINESS LOCATION 76 S. Section St. unit B

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED yes IF SO, WHERE Fairhope

WHEN 7-11-14 WHAT WAS CHARGE public intoxication

DISPOSITION Convicted - fined

LIST THREE REFERENCES:

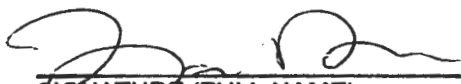
NAME	ADDRESS	PHONE NUMBER
<u>Lisa White</u>	<u>914 Seaciff</u>	
<u>Dave Wyrick</u>	<u>505 Patlynn</u>	
<u>Crina Gabauer</u>	<u>213 Driftwood</u>	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

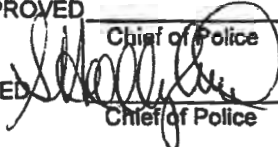
I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE (FULL NAME)

7/21/23

DATE

NOT APPROVED _____ DATE _____
APPROVED  _____ DATE 7/26/23
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____ DATE _____
City Clerk
APPROVED _____ DATE _____
BY COUNCIL _____ DATE _____
City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.

JUL 26 '23 1:10 p.m.
L.H.H.



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Thomas Gerwin SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Gulfport, MS

MAILING ADDRESS 259 E. Scenic Drive, Pass Christian, MS 39571

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 23171 Stablewood Circle, Pass Christian, MS 39571

NO. YEARS AT PRESENT ADDRESS 8 NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS TBT Fairhope -
1 Beach Road, Fairhope, AL 36532-3416

NAME OF CORPORATION _____

BUSINESS LOCATION _____

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Mississippi/LA UNDER WHAT NAME The Blind Tiger of MS, TBT Biloxi, TBT III

HAS APPLICANT EVER BEEN ARRESTED yes IF SO, WHERE Belle Chase

WHEN 8/02/2012 WHAT WAS CHARGE F. T. A.

DISPOSITION paid fine

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Eric Brown - Trustmark Bank - President		
Randy Benefield - Gulf Bank		
Justin Ladner - Cadence Insurance		

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

_____ 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

X _____ 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ 140 - SPECIAL EVENTS LICENSE

_____ 160 - SPECIAL RETAIL LICENSE – More than 30 days

_____ 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.

_____ 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.

_____ 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.

_____ 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.

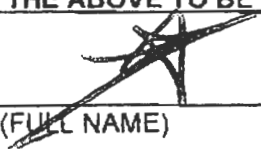
_____ 100 - WINE WHOLESALER LICENSE

_____ 210 - WINE IMPORTER LICENSE

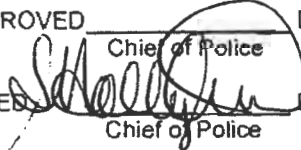
_____ 200 - WINE MANUFACTURER LICENSE

_____ 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME)

1/24/23
DATE

NOT APPROVED _____ DATE _____

Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
City Clerk

APPROVED _____ DATE 7/27/23
Chief of Police

APPROVED BY COUNCIL _____ DATE _____
City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.



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

01-27-13 Per [unclear]

JAN

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME SPORTS BIZ, LLC SSN# _____

AGE _____ [DATE OF BIRTH _____] PLACE OF BIRTH SPOKANE WA.

MAILING ADDRESS 458 BARTLETT AVE FAIRHOPE 36532

HOME # _____ - _____ WORK # _____ - _____

CELL # _____ - _____ FAX # _____ - _____

RESIDENCE ADDRESS 458 BARTLETT AVE. FAIRHOPE 36532

NO. YEARS AT PRESENT ADDRESS 11 NO. YEARS AT PREVIOUS ADDRESS 15

PREVIOUS ADDRESS PO BOX 145 / PT. CLEAR AL. 36504

NAME AND ADDRESS OF BUSINESS TAMMY'S SPORTS BAR AND GRILL
210 EASTERN SHORE SHOPPING CENTER, FAIRHOPE 36532

NAME OF CORPORATION SPORTS BIZ . LLC

BUSINESS LOCATION 210 EASTERN SHORE SHOPPING CENTER

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
JODI KEATING	FAIRHOPE	
DIANE ANDERSON	FAIRHOPE	
ED DANMBLE	FAIRHOPE	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

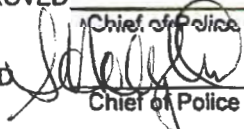
PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALE LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME) _____

7-26-23
DATE _____

NOT APPROVED _____ DATE _____

APPROVED _____ DATE 8/7/23
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk
APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.