



**CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA**

**Tuesday, May 27, 2025 - 6:00 PM
City Council Chamber**

Council Members

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

Invocation and Pledge of Allegiance

1. Approve minutes of May 12, 2025 Regular City Council Meeting, minutes of May 12, 2025 Work Session, and minutes of the May 14, 2025 Special-Called City Council Meeting.
2. Report of the Mayor
 - Junior City Council
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Resolution - That the City of Fairhope approves Amendment No. 2 to the Contract Agreement with Watershed for (RFQ PS24-008) Professional Architectural and Engineering Services for Nature Center Building Rehabilitation for a not-to-exceed amount of \$4,990.00, increasing the original contract total to \$57,390.00; and hereby authorize Mayor Sherry Sullivan to execute the contract amendment.
6. Resolution - To award (Bid No. 25-024) to Hydra Service, Inc. for Twelve (12) Natural Gas Bypass Pumps with a bid proposal not-to-exceed \$1,137,855.00, once approval from ADCNR is received. The RESTORE Act of 2012 (Bucket 2) will pay for 75% of the total project.
7. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan to execute an Aid to Construction Reimbursement Agreement between the City of Fairhope Gas Department and Haven at Fairhope – CDA, LLC for the Utility Relocation at and near the entrance of Gainswood Subdivision and approximately 1,600' South of Highway 181 and County Road 32 Intersection; and to accept the funds (not-to-exceed \$64,804.00) for this relocation project.
8. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a contract with Genesis Industrial Staffing, Inc. to supply temporary employees to supplement the existing workforce. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51. Authorize Treasurer to transfer \$50,000.00 from Sanitation Salaries 005030-50040 to Temp Contract Labor 005030-50245.
9. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a contract with VITALExam, LLC to perform NFPA 1580-compliant physical examinations and testing of Fairhope Volunteer Fire Department volunteer firefighters and employees. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51(3).

10. Resolution - That the City of Fairhope hereby authorizes submission of Grant Application for FY2025 Airport Improvement Program Funds for Runway Strengthening at H.L. "Sonny" Callahan Airport.
11. Resolution - That the City of Fairhope hereby authorizes submission of the Grant Application for Infrastructure Improvements at H.L. "Sonny" Callahan Airport.
12. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan to write a letter of support to the Baldwin County Trailblazers establishing the Kids in Parks Program in Baldwin County and creating a new TRACK Trail at the Flying Creek Nature Preserve in Fairhope; and support of the Baldwin County Trailblazers making updates to the existing kiosks along the Eastern Shore Trail.
13. Public Participation – (3 minutes maximum)
14. Adjourn

Regular Meetings of the City Council shall be held on the 2nd and 4th Monday of each month immediately following the 4:30 p.m. Work Session unless prescheduled and announced otherwise.

Next City Council Meeting, Monday, June 9, 2025, 6:00 p.m.

Fairhope Municipal Complex
City Council Chamber
161 North Section Street
Fairhope, AL 36532



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-977

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	Minutes of May 12, 2025 Regular City Council Meeting, minutes of May 12, 2025 Work Session, and minutes of the May 14, 2025 Special-Called City Council Meeting.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

That the City Council approves the minutes of May 12, 2025 Regular City Council Meeting, minutes of May 12, 2025 Work Session, and minutes of the May 14, 2025 Special-Called City Council Meeting.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$____	\$____	(\$____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

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, 12 May 2025.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Jay Robinson (arrived at 6:48 p.m.), and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order at 6:09 p.m. The invocation was given by Pastor Betty Massey of Fairhope Christian Church and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 22: a resolution that City Council hereby authorizes Mayor Sherry Sullivan to write letters of support for Mediacom, Comcast, and C-Spire for their subaward grant applications through the Alabama Department of Economic and Community Affairs (ADECA) for the Alabama BEAD (Broadband Equity, Access, and Deployment) Grant Program.

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

Councilmember Martin moved to approve minutes of the 29 April 2025, regular meeting; and minutes of the 29 April 2025, work session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Proclamation for National Tennis Month to Tennis Pro Tomas Catar;
- 2) Proclamation for Mental Health Awareness Month;
- 3) Proclamation for National Safe Boating Week (May 17, 2025 through May 23, 2025) to members of the Eastern Shore Flotilla;
- 4) Proclamation for National Police Week (May 11, 2025 through May 17, 2025) to Chief Stephanie Hollinghead and the Police Department.

Councilmember Martin reminded everyone that school will be out soon; and to stay safe. He mentioned the Fairhope High School Varsity Baseball Team reaching the final four.

Councilmember Boone welcomed back City Engineer Richard Johnson.

12 May 2025

Councilmember Conyers moved for final adoption of Ordinance No. 1833, an ordinance to amend Zoning Ordinance No. 1253 and to amend the property of Robert and Renee Taylor and FST Blue Island Owners Association, the Planned Unit Development known as Hermitage Court with the one condition. The property is approximately 0.36 acres and is located at 620 Hermitage Court. PPIN #226992. (Introduced at the City Council Meeting on April 29, 2025) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, and Boone. NAY - None.

Councilmember Conyers moved for final adoption of Ordinance No. 1834, an ordinance to declare that certain real property of the City of Fairhope (Part of the K-1 Center located at 106 S. Church Street) for Baldwin County Community and Economic Development Foundation, Inc. outlined in Exhibit A attached to lease is not needed for public or municipal purposes in response to an offer to lease property for a fifteen (15) year term for the minimum yearly rent of \$1.00 payable as specified in lease. (Introduced at the City Council Meeting on April 29, 2025) Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, and Boone. NAY - None. Council President Burrell mentioned the \$3.5 million United States Economic Development Administration grant for the K-1 renovations that we received due to the Baldwin County Economic Development Alliance, Inc. and Hatch.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 25-009-COF-2023-EDA001) to Rogers & Willard Inc. for K-1 Center Redevelopment with a bid proposal not-to-exceed \$6,055,579.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5440-25

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 on (Bid Number 25-009-COF-2023-EDA001) to procure a qualified contractor to provide all materials, equipment, labor and incidentals for the Redevelopment of the K-1 Center.

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

*

*

12 May 2025

BIDDER NAME (ALPHABETICAL ORDER)	AL GC LICENSE # (Y) or (N)	ENVELOPE CHANGES	PROPOSAL FORM COMPLETE / SIGNED	BID BOND (B) CHECK (C)	SAM.GOV NUMBER (Y) or (N)	UNIT PRICES PROVIDED (Y) or (N)	ADDENDA 1 THRU 3 (Y) or (N)	CONTINGENCY ALLOWANCE (No1) (\$150,000)	ALLOWANCE No2 (Sub-Floor)	ALLOWANCE No3 (Reclaimed Brick)	TOTAL BASE BID INCL. ENVELOPE CHANGES	TOTAL BID INCL. ALLOWANCES
Bear General Contractors	Y	+	Y	B	N	Y	Y	\$150,000	\$32,242	\$53,100	\$6,047,200	\$6,282,542
		-										
Klarman & Day General Contractors	Y	+	Y	B	N	Y	N	\$150,000	\$79,400	\$30,000	\$7,252,487	\$7,511,887
		-										
M.W. Rogers	Y	+	Y	B	N	Y	Y	\$150,000	\$69,071	\$76,468	\$7,298,023	\$7,743,562
		-										
Rogers & Willard Construction	Y	+	Y	B	N	Y	Y	\$150,000	\$48,279	\$7,000	\$5,850,300	\$6,055,579
		-										
Tindle Construction	Y	+	Y	B	N	Y	Y	\$150,000	\$30,500	\$10,000	\$6,983,500	\$7,174,000
		-										

[3] After evaluating the bid proposals with the required bid specifications, Rogers & Willard Inc. is awarded (Bid Number 25-009-COF-2023-EDA001) as low bidder as qualified contractor to provide all materials, equipment, labor and incidentals for the Redevelopment of the K-1 Center for a total not-to-exceed amount of \$6,055,579.00. that includes the Base Bid plus Contingency Allowance No. 1, Allowance No. 2, and Allowance No. 3. The award recommendation is based on Rogers & Willard Inc. attaining a renewal of their Sam.gov number.

[4] Authorize the City Treasurer to transfer \$791,492.00 from the General Fund to the Capital Project Fund.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MM
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the Lease Agreement as presented between the City of Fairhope and University of South Alabama for the leased area 16,000 square foot at 161 N. Section Street, Fairhope, Alabama 36532. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Conyers questioned the term of the lease. Mayor Sullivan replied it is only a three-year lease.

12 May 2025

RESOLUTION NO. 5441-25

WHEREAS, this Second Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, an Alabama Municipal Corporation, hereinafter referred to as “Lessor,” and University of South Alabama, a postsecondary institution under the control of the University of South Alabama Board of Trustees, hereinafter referred to as “Lessee;” and

WHEREAS, the Lessor and Lessee entered into a “Lease Agreement” dated May 4, 2004 regarding the Lessor’s leased area 16,000 square foot at 161 N. Section Street, Fairhope, Alabama 36532 with commencement date being July 1, 2007; and

WHEREAS, the Lessor and Lessee entered in a First Amendment dated May 20, 2021 with an expiration date of June 30, 2025; and

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

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the Lease Agreement as presented between the City of Fairhope and University of South Alabama, a postsecondary institution under the control of the University of South Alabama Board of Trustees, for the leased area 16,000 square foot at 161 N. Section Street, Fairhope, Alabama 36532.

Adopted this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 24-062-2024-PWI-025) Stacks Gully Slope Stabilization Project with a cost not-to-exceed \$17,940.00; and to award Change Order No. 1 to Thomas H. Davis, III Construction Company, Inc. The new contract total will not-to-exceed \$204,823.00; and authorizes the City Treasurer to transfer \$17,940.00 from the General Fund to the Capital Projects Fund. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 May 2025

RESOLUTION NO. 5442-25

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 24-062-2024-PWI-025) Stacks Gully Slope Stabilization Project with a cost not-to-exceed \$17,940.00; and to award Change Order No. 1 to Thomas H. Davis, III Construction Company, Inc. The new contract total will not-to-exceed \$204,823.00; and authorizes the City Treasurer to transfer \$17,940.00 from the General Fund to the Capital Projects Fund.

ADOPTED ON THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Rehabilitation of Damaged and Irreparable Docks at the Fairhope Docks Marina to Leavitt Land LLC for a not-to-exceed project cost of \$70,000.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5443-25

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the rehabilitation of damaged and irreparable docks at the Fairhope Docks Marina to Leavitt Land LLC for a not-to-exceed project cost of \$70,000.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out.

ADOPTED ON THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 25-030) to Shade America, Inc. to Provide and Install 16 T-Hip Canti Shade Structures at Volanta Sports Park with a bid proposal not-to-exceed \$137,600.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 5444-25

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 on (Bid Number 25-030) to provide and install 16 T-Hip Canti Shade Structures at Volanta Sports Park for the Parks and Recreation Department.

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

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Addendum I / II (Y/N)	Lump Sum Bid	Estimated Delivery Time
Shade America, Inc.	Y / Y	Check	Y	\$137,600.00	6-8 weeks
Great Southern Recreation	Y / Y	Y	Y	\$187,298.00	8 weeks
Lanier Plans, Inc. dba Kor Kat	N / Y	Y	Y	\$188,612.00	12-14 weeks
Biggs Construction Company, Inc.	Y / Y	Y	Y	\$296,622.00	5-17 Weeks
Harris Contracting Services	Y / Y	Y	Y	\$312,417.00	13 weeks
S.C. Stagner Contracting, Inc.	Y / Y	Y	Y	\$384,517.00	13 weeks
Thomas H. Davis III Construction, Inc.	N / Y	Y	Y	\$412,681.00	12 weeks

[3] After evaluating the bid proposals with the required bid specifications, Shade America, Inc. is awarded (Bid Number 25-030) as low bidder to provide and install 16 T-Hip Canti Shade Structures at Volanta Sports Park for a total not-to-exceed cost of \$137,600.00. City provided materials necessary to complete project estimated under \$10,000.00.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves Contract Amendment No. 1 for (Bid No. 25-008) for Pest Control Annual Contract with Wayne's Pest Control Services LLC with an additional not-to-exceed annual amount of \$2,939.20; and authorizes Mayor Sherry Sullivan to execute contract amendment. The new contract total with a not-to-exceed annual amount of \$13,469.68. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5445-25

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves Contract Amendment No. 1 for (Bid No. 25-008) for Pest Control Annual Contract with Wayne's Pest Control Services LLC with an additional not-to-exceed annual amount of \$2,939.20; and authorizes Mayor Sherry Sullivan to execute contract amendment. The new contract total with a not-to-exceed annual amount of \$13,469.68.

ADOPTED ON THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City Attorney Marcus McDowell addressed the City Council regarding Agenda Items No. 13 and No. 14. He said there was need to add the following language to the resolutions: Contingency allowances are based on quantity increases and not scope of work or price increases. Any price increase or change in the scope of work increases of 10% of the bid amount shall be subject to additional bid requirements.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution as amended, a resolution to award (Bid No. 25-032) for 46KV Transmission Line Project Base Bid and Alternate 2 Materials to Gresco Utility Supply for \$625,840.35 (129 Items) plus \$20,000.00 contingency, Tri-State Utility Products, Inc. for \$28,877.10 (21 Items) plus \$2,000.00 contingency, and Wesco International for \$105,627.91 (42 Items) plus \$20,000.00 contingency. Total Award to three vendors with contingency will be \$802,345.36. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 May 2025

RESOLUTION NO. 5446-25

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 the Materials for the 46KV Transmission Line Project Base Bid and Alternate 2 (Bid Number 25-032) for the Electric Department.

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

Vendor		
Gresco Utility Supply	129 Low Bid Items	\$625,840.35
Tri-State Utility Products, Inc.	21 Low Bid Items	\$ 28,877.10
Wesco International	42 Low Bid Items	\$105,627.91

[3] After evaluating the bid proposals with the required bid specifications, Gresco Utility Supply for \$625,840.35 (129 Items) plus \$20,000.00 contingency, Tri-State Utility Products, Inc. for \$28,877.10 (21 Items) plus \$2,000.00 contingency, and Wesco International for \$105,627.91 (42 Items) plus \$20,000.00 contingency are now awarded (Bid Number 25-032) for the Materials for the 46KV Transmission Line Project Base Bid and Alternate 2 for the Electric Department with a total award to three vendors with contingency will be \$802,345.36.

[4] Contingency allowances are based on quantity increases and not scope of work or price increases. Any price increase or change in the scope of work increases of 10% of the bid amount shall be subject to additional bid requirements.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Council President Burrell requested that City Attorney McDowell read the additional language again for Agenda Item No. 14. City Attorney McDowell read the language again and explained the reason for same: Contingency allowances are based on quantity increases and not scope of work or price increases. Any price increase or change in the scope of work increases of 10% of the bid amount shall be subject to additional bid requirements.

12 May 2025

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution as amended, a resolution to award (Bid No. 25-033) for 46KV Transmission Line Project Alternate 1 Materials to Gresco Utility Supply for \$344,101.04 (107 Items) plus \$20,000.00 contingency, Tri-State Utility Products, Inc. for \$3,925.40 (10 Items), and Wesco International for \$86,421.58 (29 Items) plus \$20,000.00 contingency. Total Award to three vendors with contingency will be \$474,448.02. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 5447-25

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 the Materials for the 46KV Transmission Line Project Alternate 1 (Bid Number 25-033) for the Electric Department.

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

Vendor		
Gresco Utility Supply	107 Low Bid Items	\$344,101.04
Tri-State Utility Products, Inc.	10 Low Bid Items	\$ 3,925.40
Wesco International	29 Low Bid Items	\$ 86,421.58

[3] After evaluating the bid proposals with the required bid specifications, Gresco Utility Supply for \$344,101.04 (107 items) plus \$20,000.00 contingency, Tri-State Utility Products, Inc. for \$3,925.40 (10 Items), and Wesco International for \$86,421.58 (29 Items) plus \$20,000.00 contingency are now awarded (Bid Number 25-033) for the Materials for the 46KV Transmission Line Project Alternate 1 for the Electric Department with a total cost of award to three vendors with contingency will be \$474,448.02.

[4] Contingency allowances are based on quantity increases and not scope of work or price increases. Any price increase or change in the scope of work increases of 10% of the bid amount shall be subject to additional bid requirements.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 25-028) to GMC Underground for Fairhope Cast Iron Replacement Phase 2 with a bid proposal not to exceed \$4,107,412.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Boone stated this is a Federal mandate to replace the cast iron pipe.

RESOLUTION NO. 5448-25

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 Fairhope Cast Iron Replacement Phase 2 (Bid Number 25-028) for the Gas Department.

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

Vendor	Total Base Bid
GMC Underground	\$4,107,412.00
Equix Energy Services	\$4,142,774.00

[3] After evaluating the bid proposals with the required bid specifications, GMC Underground is now awarded the bid for Fairhope Cast Iron Replacement Phase 2 (Bid Number 25-028) for the Gas Department with a bid proposal not-to-exceed \$4,107,412.00.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves Amendment No. 3 for (RFQ No. PS015-22) Natural Gas Engineering Consulting Services with Magnolia River Services, Inc. for Cast Iron Pipe Replacement Phase 1 for additional inspection services with a not-to-exceed amount of \$175,832.35; and authorizes Mayor Sherry Sullivan to execute contract amendment. The contract price will not-to-exceed \$1,890,598.85. The motion was seconded by Councilmember Conyers.

Councilmember Martin stated that the entity should have come to the table prior to now; and we must be good stewards with public funds. Councilmember Martin commented this is not how we do business; and this is not good business. Councilmember Conyers questioned if Phase II was with the same entity. Mayor Sullivan replied there will be no Change Orders in Phase II. Council President Burrell stated they went over the not-to-exceed amount by \$175,832.35. Councilmember Boone said we understand mistakes were made but we owe the money and they did the work.

After further discussion, motion passed by the following voice votes: AYE – Conyers, Robinson, and Boone. NAY – Burrell and Martin.

RESOLUTION NO. 5449-25

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

[1] That the City Council approves Amendment No. 3 for (RFQ No. PS015-22) Natural Gas Engineering Consulting Services with Magnolia River Services, Inc. for Cast Iron Pipe Replacement Phases 1 for additional inspection services with a not-to-exceed amount of \$175,832.35; and authorizes Mayor Sherry Sullivan to execute contract amendment. The contract price will not-to-exceed \$1,890,598.85.

ADOPTED ON THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 25-010) to Hemphill Construction, Inc. for Force Main Upgrades with a bid proposal not-to-exceed \$6,489,900.00; and authorizes City Treasurer to transfer \$2,739,900.00 from 004020-59500 Line 50 (181 Force Main & Regional Lift Stations) project to cover expense overage. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5450-25

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 Force Main Upgrades (Bid No. 25-010) for the Water/Wastewater Department.

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

Contractor	Total Bid
Hemphill Construction, Inc.	\$6,489,900.00
Construction Labor Services, Inc.	\$7,121,450.00
L&K Contracting Company, Inc.	\$7,658.155.00

[3] After evaluating the bid proposals with the required bid specifications, Hemphill Construction, Inc. is now awarded the bid for Force Main Upgrades (Bid No. 25-010) for the Water/Wastewater Department with a not-to-exceed amount of \$6,489,900.00.

[4] Authorizes City Treasurer to transfer \$2,739,900.00 from 004020-59500 Line 50 (181 Force Main & Regional Lift Stations) project to cover expense overage.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Installation of an 8-Inch Water Main at Portico Simpson to WR Mitchell Contractor, Inc. for a not-to-exceed project cost of \$61,370.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out. The motion was seconded by Councilmember Martin. Mayor Sullivan explained the resolution and said the City should honor its word. Council President Burrell said the way the resolution was written, we are obligated. Councilmember Robinson said we should do it; and Councilmember Boone agreed.

After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 5451-25

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

[1] That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Installation of an 8-Inch Water Main at Portico Simpson to WR Mitchell Contractor, Inc. for a not-to-exceed project cost of \$61,370.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out.

DULY ADOPTED ON THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, approximately 400 scrap brass water meters, by the following method: sold for scrap or recycle at the highest offered value. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

12 May 2025

RESOLUTION NO. 5452-25

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:

Approximately 400 Scrap Brass Water Meters

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 the following method:

- a. Sold for scrap or recycle at the highest offered value.

ADOPTED AND APPROVED THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Maintenance/Cleaning of the Main Irrigation Well for Quail Creek Golf Course to Griner Drilling Service, Inc. for a not-to-exceed cost of \$29,462.73; and authorizes the City Treasurer to transfer \$29,462.73 from the Golf Grounds Capital Improvements to Golf Grounds General Maintenance. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

12 May 2025

RESOLUTION NO. 5453-25

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

[1] That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Maintenance/Cleaning of the Main Irrigation Well for Quail Creek Golf Course to Griner Drilling Service, Inc. for a not-to-exceed cost of \$29,462.73; and authorizes the City Treasurer to transfer \$29,462.73 from the Golf Grounds Capital Improvements to Golf Grounds General Maintenance.

DULY ADOPTED ON THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to award Bid No. 25-037 for the procurement of Two (2) New 2024 or 2025 Chevrolet Silverado 1500 PPV 4WD Crew Cab for the Police Department to Donohoo Chevrolet, LLC for a not-to-exceed amount of \$108,847.60. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5454-25

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

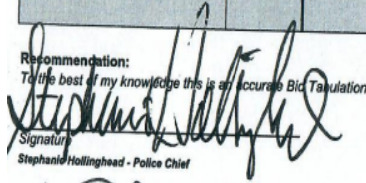
[1] That the City of Fairhope did request, receive, and open bids for Two (2) New 2024 or 2025 Chevrolet Silverado 1500 PPV 4WD Crew Cab (Bid No. 25-037) for the Police Department.

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

12 May 2025

City of Fairhope Bid Tabulation
 Bid No. 25-037 Two (2) New 2024 or 2025 Chevrolet Silverado 1500 PPV 4WD Crew Cab
 Opened April 28th, 2025 at 02:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	2024					2025				
		2024 Chevrolet Silverado 1500 4 WD Crew Cab Patrol Vehicle (each)	Delivery Fee (each)	Delivery Date for Patrol Vehicles	Alternate 1- Upfit	Delivery Date for Patrol Vehicles with Alternate Upfit	2025 Chevrolet Silverado 1500 4WD Crew Cab Patrol Vehicle	Delivery Fee (each)	Delivery Date for Patrol Vehicles	Alternate 1- Upfit	Delivery Date for Patrol Vehicles with Alternate Upfit
Donohoo Chevrolet	Y / Y	\$45,736.50	Included	5/2/2025	\$17,374.60	5/2/2025	No Bid	N/A	N/A	N/A	N/A
Buster Miles Chevrolet	Y / Y	\$47,900.00	Included	5/31/25 - 6/15/25	No Bid	N/A	\$47,563.00	\$317.00	5/31/25 - 6/15/25	No Bid	N/A
Hardy Chevrolet GMC, Inc.	Y / Y	No Bid	N/A	N/A	N/A	N/A	\$47,987.00	\$0.00	Upon PO Issued	No Bid	N/A

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

 Signature
 Stephanie Hollinghead - Police Chief

 Signature
 Erin Wolfe, Purchasing Manager

[3] After evaluating the bid proposals with the required bid specifications, Donohoo Chevrolet, LLC is now awarded the bid for Two (2) New 2024 or 2025 Chevrolet Silverado 1500 PPV 4WD Crew Cab (Bid No. 25-037) for the Police Department for a not-to-exceed amount of \$108,847.60.

Adopted on this 12th day of May, 2025

 Jack Burrell, Council President

Attest:

 Lisa A. Hanks, MMC
 City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Contract with Pyro Productions, Inc. for a Professional Consultant for (RFQ PS25-029) Design and Production of Fireworks Display for 4th of July 2025 with a not-to-exceed amount of \$40,000.00; pursuant to Code of Alabama, "Pyrotechnic Shooter Law." Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

12 May 2025

RESOLUTION NO. 5455-25

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Pyro Productions Inc. for a Professional Consultant for (RFQ PS25-029) Design and Production of Fireworks Display for 4th of July 2025 with a not-to-exceed amount of \$40,000.00; pursuant to Code of Alabama, "Pyrotechnic Shooter Law".

DULY ADOPTED THIS 12TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan to write letters of support for Mediacom, Comcast, and C-Spire for their subaward grant applications through the Alabama Department of Economic and Community Affairs (ADECA) for the Alabama BEAD (Broadband Equity, Access, and Deployment) Grant Program. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5456-25

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the City Council hereby authorizes Mayor Sherry Sullivan to write letters of support for Mediacom, Comcast, and C-Spire for their subaward grant applications through the Alabama Department of Economic and Community Affairs (ADECA) for the Alabama BEAD (Broadband Equity, Access, and Deployment) Grant Program.

Adopted on this 12th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 May 2025

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

- 1) Lou Siemer, 116 Easton Circle, addressed the City Council regarding the additional inspection services with a not-to-exceed amount of \$175,832.35 and told the City Council to not pay the overage. He said this should not be allowed.
- 2) Brian Dasinger, citizen of Fairhope – no address given, addressed the City Council regarding the last City Council meeting. He apologized for letting his frustration get to the best of him and for calling them names. Ms. Dasinger said the books situation is still an issue; and told them they need to issue a resolution for the Library Board to follow the APLS. City Clerk Lisa Hanks stated, would you mind stating your name and address for the record. Mr. Dasinger said his name and that he was a representative of the Faith Family Freedom Coalition in Baldwin County and the Baldwin County Conservative Coalition.
- 3) Jeanne Raggio, 423 Clubhouse Drive, addressed the City Council and said that she fully supports the education, the knowledge, and the hard work of the Library Board. Ms. Raggio said parents are not dropping off children for daycare. She said the books are knowledge for some and not for others; and the parents know what their children should read. Ms. Raggio commented she trusts the Library Board.
- 4) Joanne Brown, 64 South Ingleside, addressed the City Council and requested that they remove the speed hump on her street. She said the Street and Traffic Committee recommended to remove it; and Council President Burrell pulled it from the agenda. Mayor Sullivan mentioned there was a discrepancy between both groups. The City Council said they would look into this matter.
- 5) Don Manuel, 15 Longleaf Circle, addressed the City Council and said The New York Times printed “Utopian Dreamers Founded This Alabama City. Now, a Fight Over Books Is Dividing It.” He said we are getting back bad press.

Council President Burrell stated we all want to follow the law; and the Library Board is following a long process when someone challenges a book. He said content changes a lot. He said the APLS is supposed to form an Appeals Committee; and have not come up with one yet.

Mr. Manuel said that if in compliance, funding would not be paused. Councilmember Conyers said the APLS wants to see how the Review Process goes. He said some books have been moved but the two books in question are on shelves in Libraries across the State. Councilmember Conyers said we have volunteers and educated Librarians who are working through the Review Process. Mr. Manuel said he would be willing to be on an unbiased panel and help; and agreed with The New York Times we are dividing the City.

Council President Burrell commented he trust Councilmember Conyers and said the City Councilmembers are all conservatives. He said, “Councilmember Conyers took one of the books after funding was paused. He read the book “Sold” cover to cover; and told me not only does it belong in the Library but it is in the right spot in the Library.” Councilmember Conyers said it does have a tough subject matter.

12 May 2025

Councilmember Robinson said this is something that needs to be moved on. He said the Library is not intending to be defiant; and the Review Process has been changed so the Library Board is reviewing the books for a second time. Councilmember Robinson reiterated again, “a resolution from this City Council would not move books.” Councilmember Conyers explained what happened with the APLS and new guidelines. Mayor Sullivan said Spanish Fort’s City Council is the Library Board but ours is a separate entity and we do not manage the employees.

Councilmember Robinson said there is still an ongoing process; and our Library is not intentionally being defiant. The consensus of the City Council was they will follow the law. Councilmember Robinson stated that when this first began, he said, “we do not have the authority over where the books are shelved.”

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:32 p.m.

Jack Burrell, 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, 12 May 2025.

Present were Council President Jack Burrell, Councilmembers: Corey Martin (arrived at 5:10 p.m.), Jimmy Conyers, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmember Jay Robinson was absent.

Council President Burrell called the meeting to order at 4:30 p.m.

The following topics were discussed:

- The first item on the Agenda was the Presentation by Principal Christina Stacey of Fairhope East Elementary School. Ms. Stacey showed the City Council her Presentation titled “Fairhope East Elementary 3 Mil Presentation (See attached Presentation). She said the 3 mil tax is being used for Interventionists, Instructional Coach, and in the STEAM lab; and they are very effective. Ms. Stacey told the City Council that the school could not do this without the 3 mil tax. Council President Burrell asked what the school’s grade was; and Ms. Stacey replied 97 this year. She thanked the City Council and the Mayor for helping the schools.
- The next item on the Agenda was the Presentation of the Mid-Year Financial Review by the City Treasurer Kim Creech titled “Summary Financial Reports Six Months Ended March 31, 2025.” (A copy of the Presentation is on file in the City Clerk's office). Ms. Creech went over the highlights of this presentation and answered questions.
- The Discussion: Grand & Bon Secour Drainage Project was next on the Agenda. Public Works Director George Ladd addressed the City Council and mentioned after Hurricane Sally in 2020 there were problems with the outfall. He said the sheet water flowing has caused the structure to fail; and instead of getting better over time it is getting worse. Based on the estimation he was given, only one-third of the cost is budgeted. Electric Superintendent Ben Patterson addressed the City Council and said the other problem is this is a power line utility easement. Mr. Ladd said this would be a permanent fix. The consensus of the City Council for Mr. Ladd to go out for bids.
- City Engineer Richard Johnson addressed the City Council regarding the Summit Street Outfall which was damaged in late December and this past Friday afternoon rain event it has failed completely. He said the City is going to expedite the bid process and requests that it be walked on May 27, 2025 agenda to award the bid.
- Mr. Johnson addressed the City Council regarding Agenda Items No. 7 and No. 9; and answered any questions if needed.
- Community Affairs Director Paige Crawford addressed the City Council regarding Agenda Item No. 22; and answered any questions if needed.

Monday, 12 May 2025

Page -2-

- Police Chief Stephanie Hollinghead addressed the City Council regarding Agenda Item No. 21; and answered any questions if needed.
- Recreation Director Pat White addressed the City Council regarding Agenda Items No. 10, No. 11, and No. 20; and answered any questions if needed.
- Gas Superintendent Wes Boyett addressed the City Council regarding Agenda Items No. 15 and No. 16; and answered any questions if needed. Council President Burrell said he would be watching this closely. Mr. Boyett commented the was 100 percent done.

Council President Burrell questioned why they went over the not-to-exceed amount. Mr. Boyett said they went over on the inspection part; and said it was his fault for not monitoring the numbers. Councilmember Martin said is does not look good and we can't do this. He said this is not the way to do business.

- Electric Superintendent Ben Patterson addressed the City Council regarding Agenda Items No. 13 and No. 14; and answered any questions if needed.
- Water and Wastewater Superintendent Daryl Morefield addressed the City Council regarding Agenda Items No. 17, and No. 19; and answered any questions if needed.
- Council President Burrell stated there was need to add on an Agenda Item regarding a letter of support for a couple of internet providers to apply for the Alabama BEAD (Broadband Equity, Access, and Deployment) Grant Program.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:58 p.m.

Jack Burrell, Council President

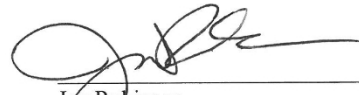
Lisa A. Hanks, MMC
City Clerk

14 May 2025

NOTICE AND CALL OF SPECIAL EMERGENCY MEETING

Notice is hereby given of a special meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Wednesday, May 14, 2025, at 4:00 p.m., for the purpose to:

- ❖ Declaring the May 10, 2025 Catastrophic Damage to the Lift Station at the Grand Hotel an "Emergency – Public Works Project; to approve soliciting informal bids for repairs; and authorize the Mayor to execute emergency contracts.



Jay Robinson,
Council President Pro Tempore

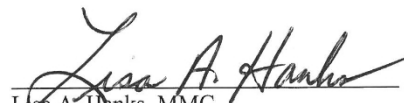
CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special 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

14 May 2025

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in Special-Called Emergency Session at 4:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Wednesday, 14 May 2025.

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

There being a quorum present, Council President Pro Tempore Robinson called the meeting to order at 4:00 p.m.

The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited.

Council President Pro Tempore Robinson read the Resolution Declaring an Emergency in its entirety. Water and Wastewater Superintendent Daryl Morefield addressed the City Council and explained the need for the repairs and immediate action. Council President Pro Tempore Robinson questioned the expected completion deadline. Mr. Morefield replied approximately six months and will use by-pass pumps in the interim. Councilmember Conyers questioned the cost of the project. City Clerk Lisa Hanks commented that these are all budgeted items.

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 the May 10, 2025 Catastrophic Damage to the Lift Station at the Grand Hotel an “Emergency – Public Works Project; approves soliciting informal bids for immediate repairs to prevent further damage to our infrastructure for vendors and engineers to Relocate and Build Regional Lift Station with a not-to-exceed of \$2,872,000.00; Reroute and Build Grand Hotel Lift Station with a not-to-exceed of \$750,000.00; and Purchase By-Pass Pumps with a not-to-exceed of \$250,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

*

*

14 May 2025

RESOLUTION NO. 5457-25

A RESOLUTION DECLARING AN EMERGENCY

WHEREAS, the City of Fairhope has sustained damage from the rain event that occurred on May 10, 2025 resulting in catastrophic damage to the Lift Station at the Grand Hotel; and

WHEREAS, the City Council, due to the emergency circumstances requiring immediate action to avoid further damage to our infrastructure is desirous on declaring the May 10, 2025 Catastrophic Damage to the Lift Station at the Grand Hotel an “Emergency – Public Works Project pursuant to Code of Alabama 1975, Section 39-2-2(e); so that immediate repairs may be contracted to avoid additional damages to the infrastructure; and

WHEREAS, there is a need for the City to enter into various Public Works contracts to affect the repair of this critical public infrastructure in order to provide adequate health, safety, and convenience of the public without delay; and authorizes the Mayor to execute the necessary contracts for immediate repairs with vendors and engineers to Relocate and Build Regional Lift Station; Reroute and Build Grand Hotel Lift Station; and Purchase By-Pass Pumps.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN REGULAR SESSION ON May 14, 2025, as follows: the City Council of the City of Fairhope hereby officially declares the May 10, 2025 Catastrophic Damage to the Lift Station at the Grand Hotel an “Emergency – Public Works Project; approves soliciting informal bids for immediate repairs to prevent further damage to our infrastructure for vendors and engineers to Relocate and Build Regional Lift Station with a not-to-exceed of \$2,872,000.00; Reroute and Build Grand Hotel Lift Station with a not-to-exceed of \$750,000.00; and Purchase By-Pass Pumps with a not-to-exceed of \$250,000.00.

ADOPTED AND APPROVED THIS 14TH DAY OF MAY, 2025

Jay Robinson,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

14 May 2025

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

There being no further business to come before the City Council, the meeting was duly adjourned at 4:09 p.m.

Jay Robinson,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1487

FROM:	Richard Johnson, CITY ENGINEER
SUBJECT:	City Engineer, Richard Johnson, is requesting an Amendment No. 2 to the Contract Agreement with Watershed for (RFQ PS24-008) Professional Architectural and Engineering Services for Nature Center Building Rehabilitation for a not-to-exceed amount of \$4,990.00.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

To approve Amendment No. 2 to the Contract Agreement with Watershed for (RFQ PS24-008) Professional Architectural and Engineering Services for Nature Center Building Rehabilitation for a not-to-exceed amount of \$4,990.00 for Furniture Layout and Landscape Plan. The new not-to-exceed contract total will be \$57,390.00.

BACKGROUND INFORMATION:

This Contract Amendment No. 2 will include the following:

1. Watershed will meet with the City horticulturist and forester to develop and create a landscape plan and a plant schedule for budget and installation purposes.
2. Watershed will meet with City staff in order to understand furniture needs, then create furniture plans for the Nature Center, including alternative layouts suited for lectures, meetings, and events.
3. Watershed will meet with City staff in order to understand wayfinding and interpretive signage needs, then create signage plans for the Nature Center and overall Nature Preserve.
4. Watershed will provide a rough estimate of material and installation costs for furnishings and landscape, signage and interpretive panels.

Contract Amendment No. 2 is an increase of the contract amount of Four Thousand Nine Hundred Ninety Dollars (\$4,990.00). The new not-to-exceed contract amount will be Fifty-Seven Thousand Three Hundred Ninety Dollars (\$57,390.00).

Previous Council Action:

Resolution No. 4943-23 (12/11/2023) enacted a contract with Watershed for Professional Architectural and Engineering Services for Nature Center Building Rehabilitation for the not-to-exceed amount of \$48,000.00.
Resolution No. 5038-24 (04/08/2024) approved Contract Amendment No. 1 for the

addition of plans for the covered deck for the not-to-exceed amount of \$4,400.00. Resolution No. 5416-25 (04/14/25) authorized the transfer of \$100,000.00 from the General Fund to the Capital Projects Fund for signage and furnishings for the Flying Creek Nature Preserve (FCNP) and John Martin Nature Center (JMNC).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55892	Nature Center - House Improvements	\$4,990.00	\$4,990.00	\$0.00

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves Amendment No. 2 to the Contract Agreement with Watershed for (RFQ PS24-008) Professional Architectural and Engineering Services for Nature Center Building Rehabilitation for a not-to-exceed amount of \$4,990.00, increasing the original contract total to \$57,390.00; and hereby authorize Mayor Sherry Sullivan to execute the contract amendment.

ADOPTED ON THIS 27TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

PROPOSAL OF SERVICES

Nature Center Furnishings and Landscape

4,400 SF Conditioned, 5,581 SF Under Roof

03.12.2025

This proposal is for 30 hours of additional services create furniture plans and landscaping plans for the Flying Creek Nature Center. This is a limited scope of work, and does not represent full landscape or furniture design services.

Watershed will meet with the city horticulturalist and forester in order to develop a landscape plan and create a landscape plan and plant schedule for budgeting and installation purposes.

Watershed will meet with city staff in order to understand furniture needs, then create furniture plans for the Nature Center including alternative layouts suited for lectures, meetings, and events. We will present those layouts along with recommendations for furnishings and refine based on city feedback.

A rough estimate of material and installation costs for furnishings and landscape, and interpretive panels is provided below. This is a pre-design estimate, and is just provided to assist with your budgeting and planning.

Additional Services Proposal	
Furniture Layout	\$2,495
Landscape Plan	\$2,495
 <i>Preliminary Estimates for Landscape, Exhibits, and Furnishings</i>	
<i>Furnishings, Office, Classrooms, Porch/Deck</i>	\$50- 75,000
<i>Landscape</i>	\$75-100,000
<i>Interpretive Signage Fabrication and Install</i>	\$105,000
<i>300 SF Interpretive Panels, \$35/SF</i>	



Memorandum

From: Richard D. Johnson, P.E., City Engineer
To: Treasury and Purchasing
CC: Parks; File
Date: May 9, 2025
Subject: Watershed – Special A&E Services

Kim and Erin:

As you are aware the City Council appropriated an additional \$100,000.00 (see attached memo) for the greater Flying Creek Nature Preserve (projects) for the following key purposes:

1. Wayfinding and Interpretive Signage
2. Functional Furnishing for meeting rooms, reception and interpretive areas of the JMNC

We estimate that the funding will be distributed roughly in thirds for wayfinding signage, interpretive signage and furnishings. The final distribution of cost will not be known until they are designed and/or specified.

These three needs do not fall neatly into any existing project or professional service contract. We reached out to Watershed (Rebecca Bryant, AIA) who has professional expertise in these three areas in addition to landscape design.

She proposed the following for a NTE of \$4,990.00:

1. Watershed will meet with the city horticulturalist and forester in order to develop a landscape plan and create a landscape plan and plant schedule for budgeting and installation purposes.
2. Watershed will meet with city staff in order to understand furniture needs, then create furniture plans for the Nature Center including alternative layouts suited for lectures, meetings, and events. We will present those layouts along with recommendations for furnishings and refine based on city feedback.
3. Watershed will meet with city staff in order to understand wayfinding and interpretive signage needs, then create signage plans for the Nature Center and overall Nature Preserve.
4. Watershed will provide a rough estimate of material and installation costs for furnishings and landscape, signage and interpretive panels.

These services are ancillary to the overall "Park" project and are not specific to the building remodel (traditional A&E Services) nor do they fit into the Thompson Professional Services Contract (Park Project). I am requesting this be a standalone service handled via Purchase Requisition/Order process.

Thank you for your consideration of this request.

RDJ



Memorandum

From: Richard D. Johnson, P.E., City Engineer
To: Jack Burrell, Council President
Thru: Sherry Sullivan, Mayor
CC: City Clerk; Treasurer; Purchasing; Grants; Public Works - Parks; File
Date: April 3, 2025
Subject: Request for special funding allocation for the Flying Creek Nature Preserve (FCNP) and the John Marting Nature Center (JMNC) for Wayfinding/Interpretive Signage and Nature Center Furnishings

Council President:

The progress of the park improvements at the Flying Creek Nature Preserve (FCNP), including the John Martin Nature Center (JMNC) are on schedule and the first three phases of construction are scheduled to be completed by midsummer 2025. In addition, the following phases are either in planning or design and are making good progress. These include the active park design on the south tract with the emphasis on off-road cycling and the next phase of GOMESA funds for the north tract that includes additional outdoor classrooms, trails, bridges, overlooks, and access to the riverine environment.

As the design teams and city staff have collaborated, we have identified several needs to be addressed prior to the park opening this summer. They break down in two main areas of focus:

1. Wayfinding and Interpretive Signage
2. Functional Furnishing for meeting rooms, reception and interpretive areas of the JMNC

Signage: When FCNP opens, the park will provide all visitors with a plethora of trails to hike, points of interest to visit, and access to the awesome natural environment of the preserve. However, the first phases of construction did not contemplate the demand that would be placed on the parks ability to direct our visitors to all these important elements of the preserve and then the need to be able to “tell the story” of FCNP and the JMNC. Examples of signage needed are directional trail signs, trailhead maps, points of interest signs and interpretive story boards.

Functional Furnishing: The John Martin Nature Center will open with the first phases of the park project this summer. The center hosts three large classroom/meeting spaces, a reception area and an interpretive display area. The building construction project does not include any furnishings beyond specified built-ins. We anticipate immediate interest from outside groups to host nature-centric events at the center. Unfortunately, for the remainder of FY2025 there is no budget for furnishings outside of what was budgeted for park staff spaces. Examples of furnishings needed would include foldable/stackable chairs, tables, racks, wall monitors, and other furniture to allow multiple setups for use: classroom, meeting, lecture, etc.

Due to the lead time on signage and potentially the furnishings, we are requesting a special funding allocation of \$100,000.00 for signage and furnishings for the facility. This will allow the design team and staff to have in place wayfinding and interpretive signage throughout the preserve and a base furniture package to accommodate group use of the Nature Center. Our objective is to have all these elements in place at the time of the Grand Opening of the Flying Creek Nature Preserve. These elements are needed to serve our citizens and visitors alike.

We estimate that the funding will be distributed roughly in thirds for wayfinding signage, interpretive signage and furnishings. The final distribution of cost will not be known until they are designed and/or specified.

Thank you for your consideration of this request.

RDJ

PROPOSAL OF SERVICES

03.12.2025

Nature Center Furnishings and Landscape

4,400 SF Conditioned, 5,581 SF Under Roof

This proposal is for 30 hours of additional services create furniture plans and landscaping plans for the Flying Creek Nature Center. This is a limited scope of work, and does not represent full landscape or furniture design services.

Watershed will meet with the city horticulturalist and forester in order to develop a landscape plan and create a landscape plan and plant schedule for budgeting and installation purposes.

Watershed will meet with city staff in order to understand furniture needs, then create furniture plans for the Nature Center including alternative layouts suited for lectures, meetings, and events. We will present those layouts along with recommendations for furnishings and refine based on city feedback.

A rough estimate of material and installation costs for furnishings and landscape, and interpretive panels is provided below. This is a pre-design estimate, and is just provided to assist with your budgeting and planning.

Additional Services Proposal

Furniture Layout	\$2,495
Landscape Plan	\$2,495

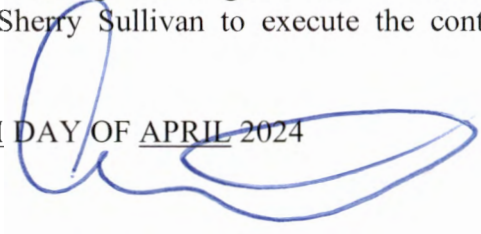
Preliminary Estimates for Landscape, Exhibits, and Furnishings

<i>Furnishings, Office, Classrooms, Porch/Deck</i>	<i>\$50- 75,000</i>
<i>Landscape</i>	<i>\$75-100,000</i>
<i>Interpretive Signage Fabrication and Install</i>	<i>\$105,000</i>
<i>300 SF Interpretive Panels, \$35/SF</i>	

RESOLUTION NO. 5038-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope approves Amendment No. 1 to the Contract Agreement with Watershed for (RFQ PS24-008) Professional Architectural and Engineering Services for Nature Center Building Rehabilitation for a not-to-exceed amount of \$4,400.00, increasing the original contract total to \$52,400.00; and hereby authorize Mayor Sherry Sullivan to execute the contract amendment.

ADOPTED ON THIS 8TH DAY OF APRIL 2024



Corey Martin, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 4943-23

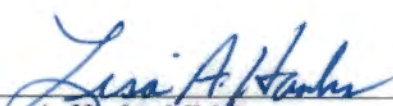
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Watershed for Professional Architectural and Engineering Services for (RFQ PS24-008) Nature Center Building Rehabilitation with a not-to-exceed amount of \$48,000.00.

DULY ADOPTED THIS 11TH DAY OF DECEMBER, 2023



Corey Martin, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 4907-23

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

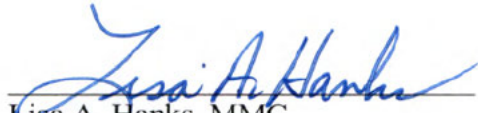
[1] That the City of Fairhope awards RFQ No. (PS24-008) Professional Architecture and Engineering Services for the Nature Center Building Rehabilitation to Watershed; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

A handwritten signature in blue ink, appearing to read 'Corey Martin', with a long horizontal flourish extending to the right.

Corey Martin, Council President

Attest:

A handwritten signature in blue ink, appearing to read 'Lisa A. Hanks', with a long horizontal flourish extending to the right.

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1491

FROM:	Daryl Morefield, WATER SUPERINTENDENT
	Nicole Love, Grants Coordinator
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, and the Grants Coordinator, Nicole Love, have requested to procure twelve (12) Natural Gas Bypass Pumps for multiple City of Fairhope Water/Wastewater Department Lift Stations.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

To approve the award of Bid No. 25-024 Twelve (12) Natural Gas Bypass Pumps to Hydra Service, Inc. with a bid proposal not-to-exceed \$1,137,855.00 pending approval from ADCNR. The RESTORE Act of 2012 (Bucket 2) will pay for 75% of the total project.

BACKGROUND INFORMATION:

A service bid was issued on April 11, 2025, posted to the City of Fairhope's website, and published in three (3) statewide newspapers and Gulf Coast Media. Two (2) responsive bids and one (1) non-responsive bid were received at the bid opening on May 1, 2025 at 2:00 p.m.

The Superintendent of Water/Wastewater recommends the award be made to Hydra Service, Inc, pending approval from ADCNR. Their low bid price was as follows:

1. Intermediate Lift Station \$86,340.00
2. Thompson Hall Lift Station \$82,820.00
3. Lakewood Lift Station \$75,330.00
4. Carmel Square Lift Station \$80,285.00
5. Magnolia Apartments Lift Station \$75,330.00
6. Rock Creek 1 Lift Station \$87,130.00
7. Baldwin One Lift Station \$78,025.00
8. Valley Lift Station \$102,435.00
9. Pier Lift Station \$102,755.00
10. Mobile Lift Station \$75,330.00
11. Quail Creek 1 Lift Station \$143,940.00
12. Woodlands Lift Station \$148,135.00

Their total low bid response price for twelve (12) natural gas bypass pumps was One

Million One Hundred Thirty-Seven Thousand Eight Hundred Fifty-Five Dollars (\$1,137,855.00).

The RESTORE Act of 2012 (Bucket 2) will pay for 75% of the total project.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-59501 Line 50	Waste Water - Utility System Imprv	\$1,098,934.00	\$1,137,855.00	(\$38,921.00)

Grant revenue of \$820,000.00 for this procurement. City of Fairhope's portion is \$317,855.00.

GRANT:

RESTORE Act of 2012 (Bucket 2)

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

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 Twelve (12) Natural Gas Bypass Pumps (Bid No. 25-024) for the Water/Wastewater Department.

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

Hydra Service, Inc.	Morrow Water Technologies, Inc.	BBA Pumps, Inc.	
\$1,137, 855.00	\$1,278,192.00	\$878,549.00	Total Bid Cost
12 Weeks ARO	12-16 Weeks	30-34 Weeks	Estimated Days for Delivery

[3] After evaluating the bid proposals with the required bid specifications, Hydra Service, Inc. is now awarded the bid for Twelve (12) Natural Gas Bypass Pumps (Bid No. 25-024) for the Water/Wastewater Department with a not-to-exceed amount of \$1,137,855.00, once approval from ADCNR is received. The RESTORE Act of 2012 (Bucket 2) will pay for 75% of the total project.

Adopted on this 27th day of May, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
 Bid No. 25-024 Twelve (12) Natural Gas Bypass Pumps
 ADCNR Project No. B2WQ-FSSO
 Opened May 1, 2025 at 2:00 P.M.

	Vendor	BBA Pumps, Inc.	HydraService, Inc.	Morrow Water Technologies, Inc.
	Bid Bond (Y/N)	Check	Check	Y
	Bid Documents Signed/Notarized (Y/N)	Y / Y	Y / Y	Y / Y
	Addendum Acknowledged I,II,III (Y/N)	Y / Y / Y	Y / Y / Y	Y / Y / Y
	Sam.Gov UEI Number	Y	Y	Y
Location Number	Description	Cost	Cost	Cost
1	Intermediate Lift Station- Bypass Pump and Materials	\$57,366.00	\$86,340.00	\$105,286.00
2	Thompson Hall Lift Station- Bypass Pump and Materials	\$57,366.00	\$82,820.00	\$103,450.00
3	Lakewood Lift Station- Bypass Pumps and Materials	\$57,366.00	\$75,330.00	\$102,009.00
4	Carmel Square Lift Station- Bypass Pump and Materials	\$57,366.00	\$80,285.00	\$102,009.00
5	Magnolia Apartments Lift Station - Bypass Pump and Materials	\$57,366.00	\$75,330.00	\$102,009.00
6	Rock Creek 1 Lift Station - Bypass Pump and Materials	\$57,366.00	\$87,130.00	\$103,450.00
7	Baldwin One Lift Station - Bypass Pump and Materials	\$57,366.00	\$78,025.00	\$102,009.00
8	Valley Lift Station - Bypass Pump and Materials	\$57,366.00	\$102,435.00	\$102,009.00
9	Pier Lift Station - Bypass Pump and Materials	\$119,403.00	\$102,755.00	\$112,831.00
10	Mobile Lift Station - Bypass Pump and Materials	\$57,366.00	\$75,330.00	\$102,009.00
11	Quail Creek 1 Lift Station -Bypass Pump Materials	\$121,426.00	\$143,940.00	\$128,290.00
12	Woodlands Lift Station - Bypass Pump Materials	\$121,426.00	\$148,135.00	\$112,831.00
Total Bid Cost		\$878,549.00	\$1,137,855.00	\$1,278,192.00
Estimated days for Delivery		30-34 weeks	12 weeks ARO	12-16 weeks

BBA Pumps, Inc. was deemed non-responsive. The specifications that were included in the bid submittal were insufficient. The specifications provided were for diesel engines, with the engine specifications marked out and noted "Natural gas engine to match specifications." This was not enough information to ensure that the quoted bypass pumps would meet the required demand for each location. This bidder also provided a lead time of 3x longer than the next lowest bidder.

Recommendation:

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

Signature
 Darryl Morefield, Water and Wastewater Superintendent

Signature
 Erin Wolfe, Purchasing Manager

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.: 25-024
NAME: Twelve (12) Natural Gas Bypass Pumps
ADCNR Project No. B2WQ-FSSO

1.02 SUMMARY

The City of Fairhope is requesting responses from contractors to provide and deliver twelve (12) natural gas bypass pumps for City of Fairhope Water/Wastewater Department Lift Stations. Bidder must provide delivery date for items. City reserves the right to award based on lowest responsive bidder that can deliver within the within the listed delivery window. Firms submitting proposals are solely responsible for meeting submittal deadlines. Proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation. Proposals deemed responsive will be evaluated and an award decision will be made by the City Council. A contract will be awarded to the qualified applicant whose proposal is determined to be the most advantageous to the City of Fairhope. The City reserves the right to reject any or all proposals, and to waive any irregularities or informalities in the proposal process.

This is a Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2010 ("RESTORE Act") Grant Funded Capital Improvement Project. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Alabama Department of Conservation and Natural Resources ("ADCNR") and the Project Owner, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council, including any Special Award Conditions, the ADCNR Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

1.03 BID DEADLINE

Bids will be received until **2:00 P.M. local time, Thursday, May 1, 2025**, 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 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 Tuesday, April 22, 2025, at 11:00 A.M. or will be forever waived.

1.06 SITE EXAMINATION

No pre-bid meeting is scheduled.

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.

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**

Performance Bond and Labor and Material Bond are waived.

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 ninety (90) 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-Owned Business Enterprises, Women-Owned Business Enterprises, Veteran-Owned Business Enterprises, and Small Businesses 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 delivery of the item within 12-16 weeks after the bid award and receipt of the purchase order.

1.14 INQUIRIES/ADDENDA

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

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Tuesday, April 22, 2025, at 11:00 A.M. or will be forever waived.

1.15 BID ACCEPTANCE

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

1.16 BIDDERS INTERESTED IN MORE THAN ONE BID

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

1.17 ERRORS IN BIDS

BIDDERS or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open 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.

1.18 CONTRACT AND BOND

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

1.19 COLLUSION

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

1.20 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the CONTRACT, his right, title or interest therein, or his power to execute such CONTRACT, to any person, firm or corporation without written consent of the CITY, 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.

1.21 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.

1.22 SAM.GOV REQUIREMENT

The bidder must include the Company's UEL number in the proposal. The bidder must include evidence of the Company's active registration with the System for Award Management (SAM). SAM registration is required for business to contract with the federal government, and for confirmation of debarment/suspension status. Registration can be obtained through www.sam.gov. A contract award will not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension."

END OF INVITATION AND INSTRUCTIONS TO BIDDERS

**ITEM II
SCOPE OF WORK**

**Bid No. 25-024
Twelve (12) Natural Gas Bypass Pumps
ADCNR Project No. B2WQ-FSSO**

The City of Fairhope is requesting responses from contractors to provide and deliver twelve (12) natural gas bypass pumps for City of Fairhope Water/Wastewater Department Lift Stations. Bidder must provide delivery date for items. City reserves the right to award based on convenience of delivery date. Firms submitting proposals are solely responsible for meeting submittal deadlines. Proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation. Proposals deemed responsive will be evaluated and an award decision will be made by the City Council. A contract will be awarded to the qualified applicant whose proposal is determined to be the most advantageous to the City of Fairhope. The City reserves the right to reject any or all proposals, and to waive any irregularities or informalities in the proposal process.

Location #1: Intermediate Lift Station	
QTY	DESCRIPTION
1	CD100S 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #2: Thompson Hall Lift Station	
QTY	DESCRIPTION
1	CD100S 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #3: Lakewood Lift Station	
QTY	DESCRIPTION
1	CD100S 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #4: Carmel Square Lift Station	
QTY	DESCRIPTION
1	CD100S 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #5: Magnolia Apartments Lift Station	
QTY	DESCRIPTION
1	CD100S 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #6: Rock Creek 1 Lift Station	
QTY	DESCRIPTION
1	CD103M 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 4" x 4" Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #7: Baldwin One Lift Station	
QTY	DESCRIPTION
1	CD103M 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 4" x 4" Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #8: Valley Lift Station	
QTY	DESCRIPTION
1	CD103M 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 4" x 4" Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #9: Pier Lift Station	
QTY	DESCRIPTION
1	CD140M 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 4" x 4" Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #10: Mobile Lift Station	
QTY	DESCRIPTION
1	CD140M 4" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 4" x 4" Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	4" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	4" Discharge to include Piping and Valves, Ductile Iron
15	4" Bolt Packs with Gaskets

Location #11: Quail Creek 1 Lift Station	
QTY	DESCRIPTION
1	CD160M 6" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 6" x 6", Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	8" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	6" Discharge to include Piping and Valves, Ductile Iron
15	6" Bolt Packs with Gaskets

Location #12: Woodlands Lift Station	
QTY	DESCRIPTION
1	CD180M 6" Godwin Natural Gas DRI Prime Pump Critical Silence, Skid Mounted, 8" x 6", Ford MSG425 EPA Certified Natural Gas Engine Prime Guard Panel included
1	8" x 12' Suction Tube to Include Piping 304SS SCH10
1	Fabrication Labor for Stainless Steel Suction Tube
1	6" Discharge to include Piping and Valves, Ductile Iron
15	6" Bolt Packs with Gaskets

1. RESTORE Funding Project Requirements:

- Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the City's Sub-award Grant Agreement with the Alabama Department of Conservation and Natural Resources (ADCNR) No. GNSSP20AL0002-01-00, made available by the Council-Selected Restoration Component funding from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act of 2012 (RESTORE Act) and will be subject to the terms and conditions of said funding award, the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U.S.C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB Circulars, executive orders, or other federal laws or regulations, as applicable. The ADCNR, the United States, or any of its departments, agencies or employees are not and will not be a party to this solicitation or any resulting contract

2. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT:

- Bid Awardee (or "Contractor") shall comply with all Federal, State, and local laws concerning nondiscrimination and by doing so agrees that it either will have, or will provide, City of Fairhope with written proof demonstrating good faith efforts to procure at least fifteen (15) percent participation by socially and economically disadvantaged individuals. Unless waived or exempted, all bidders must demonstrate good faith efforts to meet this requirement, in order to be considered responsive bidders.
- During the performance of this contract, the Bid Awardee agrees to the following:
 - The Contractor will not discriminate against employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - The Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (viii) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. All Respondents will be required to certify that they are not on the Federal list of debarred, suspended, or voluntarily excluded contractors and are not in default on any obligations due to the State of Alabama, including, but not limited to, payment of taxes, fines, penalties, or other monies due. Selected firm will be required to register with www.sam.gov to confirm debarment/suspension status, provide evidence of required insurance, possess a City of Fairhope business license, and be enrolled in the E-Verify program.
 4. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), the Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. Chapter supplemented by Department of Labor regulation (29 CFR part 5), the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," the Clean Air Act (42 U.S.C. 7401-7671), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and pursuant to EO 130443, encourage employees to wear seatbelts when operating any vehicles in connection with performance of activities associated with this Agreement.
 5. The successful bidder will be required to document compliance with 2 CFR 200.321. In accordance with this section, the prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a) Placing qualified small businesses, minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;
 - b) Assuring that small businesses, minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses, minority businesses, women's business enterprises, and veteran-owned businesses; and,
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small businesses, minority businesses, women's business enterprises, and veteran-owned businesses; and,
 - e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 6. Applicants (except procurement contracts for goods and services under \$25,000 not requiring the consent of

a RESTORE official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

7. The following will be incorporated into the contract documents:
- a. Applicable terms and conditions contained in 2 C.F.R. Part 200, including but not limited to: Procurement of Recovered Materials – Section 6002 of the Solid Waste Disposal Act.
[eCFR :: 45 CFR 75.331 -- Procurement of recovered materials.](#)
 - b. Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards
[eCFR :: Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)
 - c. RESTORE Council Financial Assistance Standard Terms and Conditions (August 2015) (restorethegulf.gov)
 - d. Any applicable Special Award Conditions that may be outlined in the Notice of Award
 - e. Terms and Conditions of the Sub-Award Agreement with ADCNR (See Attachment).
 - f. Any other terms required under federal, state, or local law.
 - g. No debriefings by City staff to unsuccessful bidders will occur until after the award and execution of a contract to the recommended firm.

**ITEM III
BID RESPONSE FORM**

Date: 5/1/2025

Bid No: 25-024 Twelve (12) Natural Gas Bypass Pumps

Bids Due: Thursday, May 1, 2025, 2:00 P.M.

Location Number	Description	Cost
1	Intermediate Lift Station – Bypass Pump and Materials	\$ 86,340.00
2	Thompson Hall Lift Station - Bypass Pump and Materials	\$ 82,820.00
3	Lakewood Lift Station - Bypass Pump and Materials	\$ 75,330.00
4	Carmel Square Lift Station - Bypass Pump and Materials	\$ 80,285.00
5	Magnolia Apartments Lift Station - Bypass Pump and Materials	\$ 75,330.00
6	Rock Creek 1 Lift Station - Bypass Pump and Materials	\$ 87,130.00
7	Baldwin one Lift Station - Bypass Pump and Materials	\$ 78,025.00
8	Valley Lift Station - Bypass Pump and Materials	\$ 102,435.00
9	Pier Lift Station - Bypass Pump and Materials	\$ 102,755.00
10	Mobile Lift Station - Bypass Pump and Materials	\$ 75,330.00
11	Quail Creek 1 Lift Station - Bypass Pump and Materials	\$ 143,940.00
12	Woodlands Lift Station - Bypass Pump and Materials	\$ 148,135.00
	Total Bid Cost	\$ 1,137,855.00
Estimated Days for Delivery: <u>Pumps will start delivery 12 wks ARO.</u>		
Sam.Gov UEI Number: <u>XHSNY495PW15</u>		

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

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1 & 2</u>	<u>4/21/25</u>	<u>3</u>	<u>4/24/25</u>

Each bid must give the full business address of the CONTRACTOR and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the

signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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

Witness our hands and seals this 1st day of May, 2025.

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

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

(Name of Partner Print)

Address

Phone Number () Fax Number ()

E-mail address Alabama Contractor's License No.

Foreign Entity ID (if outside of Alabama)

If Corporation or LLC

Company Hydra Service Inc.

State of Incorporation Alabama

Company Representative JAMES E. MORRIS
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative James E. Morris
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address P.O. Box 365, 2104 Hwy 160,

Warrior AL 35180

Local Office: 23304 McAuliffe Dr. ROBERTSDALE AL 36567

Phone Number (251) 947-5006 Fax Number 205 647-2736

E-mail address jmorris@hydroservice.net AL CONTRACTOR's License No.

Foreign Vendor Id

BID PROPOSAL NOTARIZATION:

STATE OF Alabama }

COUNTY OF Baldwin }

I, the undersigned authority in and for said State and County, hereby certify that James E. Morris, as respectively, of Hydra Service, 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 15 day of May, 2025.



NOTARY PUBLIC Kay H. Jett

MY COMMISSION EXPIRES 03/01/2028

**ITEM IV
CONTRACTOR INFORMATION**

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

Business Organization

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

Hydra Service Inc.
Doing-Business-As Name of CONTRACTOR: _____

Principal Office Address: _____

2104 Hwy 160,
Warrior AL 35880

LOCAL Telephone Number: 251-947-5006 Toll- Free _____

LOCAL Fax Number: _____

Email address: jmorris@hydraservice.net
Website: _____

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

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

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

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: _____ Email _____

Phone _____ Fax _____

END OF CONTRACTOR INFORMATION

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address)

The OWNER

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

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

PROJECT NO. 25-024
PROJECT NAME: Twelve (12) Natural Bypass Pumps

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 1st day of May, 2025.

ATTEST

Hydra Service, Inc.
(Principal (Company))

By

James E. Morris
James E. Morris GM ROBERTSDALE
Print Name and Title

SURETY
ATTEST

403228 Cashier's Check

By

Tradition Bank
Surety Company

Print Name and Title

CORPORATION

HYDRA SERVICE INC.
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 2104 Hwy 160, Warrior AL 35180

email jmorris@hydraservice

phone 251-947-5006

BY: James E. Mann
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

General Manager - Robertsdale
(Position or Title)

(General Contractor's License Number)
vendors)

Foreign Corporation Entity Id (Required of out-of-state-

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)

ITEM V

INSURANCE REQUIREMENTS

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 VII

CITY OF FAIRHOPE

STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

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

2. ACCEPTANCE OF WORK

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

3. ADDENDA

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

4. ADDITIONAL ORDERS

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

5. APPLICABLE LAW

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

6. ASSIGNMENT

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

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

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

8. AWARD CONSIDERATION

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

9. AWARD OR REJECTION OF BIDS

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

10. BACK ORDERS

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

11. BID AND PERFORMANCE SECURITY

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

12. BRAND NAMES

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

13. BUSINESS LICENSE

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

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

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

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at

<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. COST OF REMEDYING DEFECTS

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

17. DELIVERY OF BID

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

18. DELIVERY

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

19. ENVIRONMENTAL REQUIREMENTS

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

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

20. EQUIPMENT DEMONSTRATION

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

21. EQUIPMENT ELECTRICAL CERTIFICATION

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

22. ERRORS IN BID

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

23. FORCE MAJEURE

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

24. HAZARDOUS AND TOXIC SUBSTANCES

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

25. INDEMNITY

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

26. INSPECTION

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

27. INSPECTION OF PREMISES

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

28. INSURANCE

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

29. INVITATION TO BID

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

30. INVOICING, DELIVERY, PACKAGING

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

31. LABELING

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

32. LOSS OR DAMAGE IN TRANSIT

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

33. MANDATORY SITE VISIT

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

34. MONITORING OF SERVICES

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

35. NONCONFORMING MERCHANDISE

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

36. NON-DISCRIMINATION

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

37. NON-EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

39. PACKAGING

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

40. PATENTS

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

41. PAYMENT

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

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

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

42. PAYMENT WITHHELD

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

43. PRODUCT TESTING

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

44. PERMITS LICENSES AND CERTIFICATES

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

45. PREPARATION OF BID

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

46. QUESTIONS / CONTACT

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

47. RECEIPT BY CITY OF FAIRHOPE

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

48. REJECTION OF BIDS

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

49. RIGHT TO AUDIT

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

50. SAMPLES

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

51. SAFETY MEASURES

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

52. SET-UP AND INSTALLATION

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

53. SPILL CLEAN UP

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

54. SUBSTITUTIONS

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

55. TABULATION

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

56. TAXES

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

57. TERMINATION FOR CONVENIENCE

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

58. TERMINATION FOR DEFAULT

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

59. TERMINATION FOR NON-APPROPRIATION

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

60. TIME IS OF THE ESSENCE

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

61. TITLE

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

62. VENDOR LIST

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

63. WARRANTY

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

64. IMMIGRATION LAW

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

ITEM VIII

ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

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

2.0 Definitions

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

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

- a. Self-employed individuals, business entities 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. 25-024
Twelve (12) Natural Gas Bypass Pumps
ADCNR Project No. B2WQ-FSSO

Bid Name:	Bid 25-024 Twelve (12) Natural Gas Bypass Pumps
Issue Date:	April 4, 2025
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Insurance and Instructions to Vendors
Deadline for Questions Date:	Tuesday, April 22, 2025, 11:00 A.M.
Bid Due Date:	Thursday, May 1, 2025, 2:00 P.M.
City Internet Site:	www.FairhopeAL.gov
SEALED Bid Response Copies to submit:	One (1) Paper Original
Purchasing Department Contact for questions:	Purchasing@FairhopeAL.gov (251) 928-8003

END OF INVITATION SUMMARY

**ITEM X
BID BOND INFORMATION**

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

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

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

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

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

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

END OF BID BOND INFORMATION



April 21, 2025

Addendum 1

Bid No. 25-024

Twelve (12) Natural Gas Bypass Pumps

ADCNR Project No. B2WQ-FSSO

Addendum 1 contains questions and answers submitted via email.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 2:00 PM on Thursday, May 1, 2025. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Questions Submitted Via Email:

1. Does the bidder have to have a Contractor license being this is for material purchase?
A. No.
2. Does this bid require a Bond?
A. Yes, the bid requires a Bid Bond.
3. Can I get the design pumping conditions for each station to confirm with Mfg. the correct pump?
A. See attached chart.
4. We would like to propose our Global Pumps Natural Gas Bypass Pumps as an equivalent for this project. Please see attached information on Global natural gas bypass pumps, engine information, and performance curves.
A. The Bypass Pump specifications shall be interpreted as a minimum standard of quality. Brand name or equivalent specification means a specification limited to one or more items by manufacturers' name or model numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City's requirements, and which provides for the submission of equivalent products. If the Contractor opts to propose an equivalent brand, product, material or source outside these specifications, then a submittal will be required. The City reserves the right to evaluate and refuse a proposed equivalent material.

Your proposed substitution appears to meet the minimum qualifications for acceptance.

5. Could we please get specified duty points for each lift station to properly size each bypass pump?
A. See attached chart.

Design Pumping Conditions

Location Number	Description	GPM	TDH
1	Intermediate Lift Station	1000	20
2	Thompson Hall Lift Station	650	42
3	Lakewood Lift Station	140	64
4	Carmel Square Lift Station	100	37
5	Magnolia Apartments Lift Station	200	Unknown
6	Rock Creek 1 Lift Station	500	96
7	Baldwin One Lift Station	425	69
8	Valley Lift Station	500	79
9	Pier Lift Station	500	32
10	Mobile Lift Station	235	20
11	Quail Creek 1 Lift Station	450	84
12	Woodlands Lift Station	600	94

GLOBAL SAFEGUARD



Being separate from both the duty electrical pumps and the electrical grid, Global Pump's independent engine-driven pump gives you the peace of mind that if something goes wrong, it is ready to go! Standard Sound Attenuated units reduce noise emissions to no more than 68 dBa at 30' (9 m). Varying dBa levels are available to meet design requirements.

The Global SafeGuard backup system is ideally suited for municipal or industrial applications where provision for electrical power failure or duty equipment failure is necessary for essential pumping requirements.

Standby, or backup systems are a critical aspect of facility design in wastewater facilities ensuring that working pumps are available when they are needed.

In the past, standby generators have been installed to supply backup power to duty electrical pumps when electrical power is down. However, standby generator systems themselves can fail due to the very same events that knock out power from the electrical grid. An engine driven standby pumping system will be available in case of failure of the duty equipment, duty pump, switch gear or control panel. An engine driven standby system will also cover duty pump pipe failure up to its shut off valve.

FEATURES

By monitoring water level in the wet well, the engine driven standby pump will automatically start when needed whether as a result of electrical power interruption or equipment failure, and give continuous unattended performance.

The standby system offers a safer environment when performing routine maintenance on the duty equipment.

The standby pump will save you the cost of load testing a backup generator.

Large, lockable doors provide easy access to the interior for control, routine service and fueling while all individual panels and doors are removable to allow open access during major overhauls or maintenance.

The engine is equipped with a water-proof, micro-processor based controller designed specifically for standby pumping applications, to meet design requirements.

Mechanical seal with biodegradable glycol quench allows the pump to start and run dry.

OPTIONS

Engines can be diesel or natural gas as required

Units are available in open or enclosed configurations

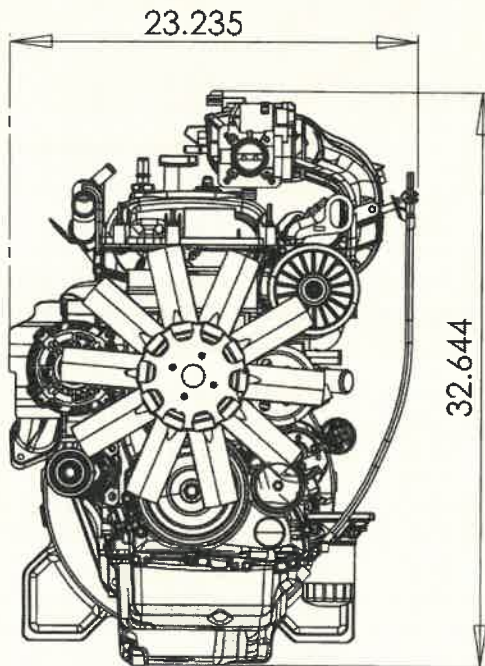
Standby pumps can be supplied as permanently installed system

Modular trailer design for ease-of-relocation

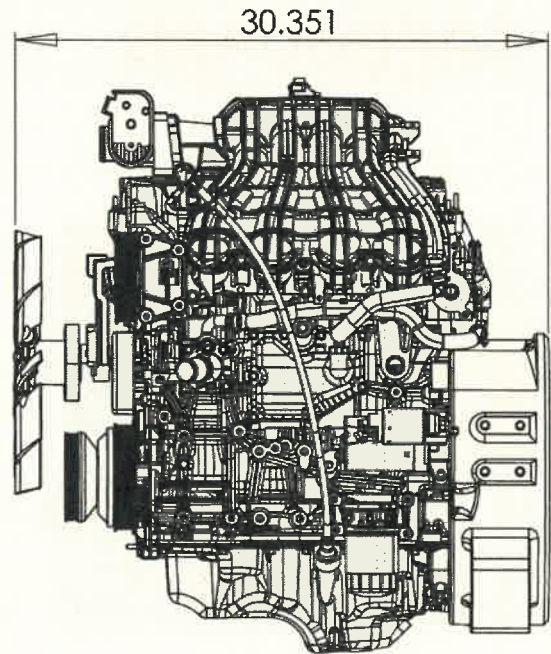
Available in Venturi, diaphragm or vacuum pump priming systems

Installation Drawings

Front End View

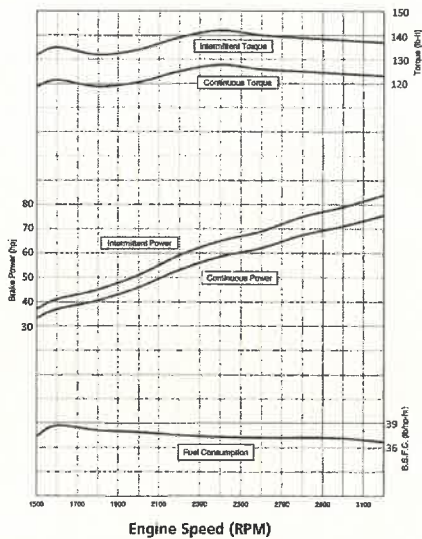


Left Side View

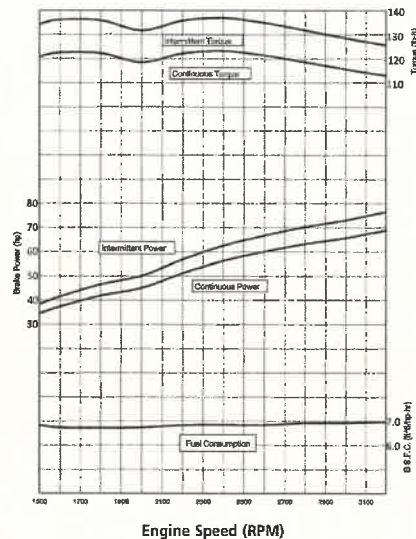


Power Curves (corrected per SAE J1349)

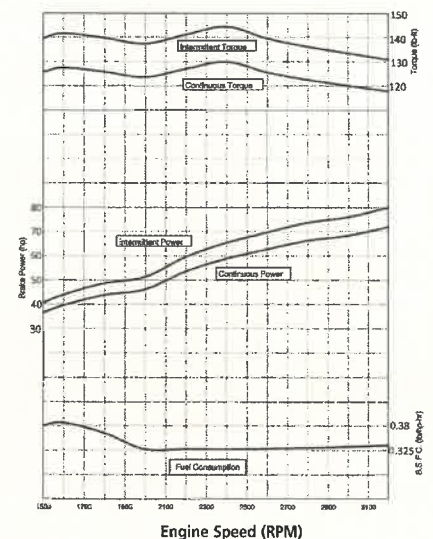
Gasoline



Natural Gas



Liquefied Petroleum Gas



Powertrain Assemblies
& Components
Provided By Ford
Component Sales

For additional information Contact:

**ENGINE
DISTRIBUTORS
INC.**

400 University Ct • Blackwood NJ 08012
856/228-7298 • Fax: 856/228-5531
www.edi-dist.com

EDI 1020070
Revision 1



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

PO BOX 365 WARRIOR, AL 35180

Phone: 205-647-5326. Fax: 205-647-2736.

23304 McAuliffe Dr
Robertsdale, AL 36567
Phone: (251) 947-5006
Fax: (205) 647-2736

4381 Hwy 80
Pelahatchie, MS 39145
Phone: (601) 854-5502
Fax: (251) 947-5105

150 Dean Goss Dr
Jasper, GA 30143
Phone: (706) 807-2383
Fax: (601) 854-5504

250 Springview Commerce Dr
Debary, FL 32713
Phone: (407)-330-3456
Fax: (407)-330-3404

To whom it may concern,

My staff and I here at Hydra Service pride ourselves in being able to deliver the best quality and overall value to our customers. Our suppliers have told us that on all stainless-steel products they are unwilling to hold pricing for more than two days because of market volatility. We do not want to mark up our products for our customers completely unknowing of what the market will dictate at later dates. We ask for some flexibility in this section of the bid if there is a dramatic rise in cost between the time of bid opening to the time in which products can be ordered that can be demonstrated to the satisfaction of the City of Fairhope.

If there cannot be flexibility, please let me know. No matter what the market presents, we will continue to supply our customers with the level of value they have come to expect from Hydra Service Inc.

Thank you,

James E. Morris

James E. Morris

MSG-425^{EFI}

2.5 Liter 4-Cylinder



Options

Engine Cooling Fans

- 15" (381mm) diameter suction
- 15" (381mm) diameter pusher

Flywheels

- 10" (254mm) SAE over-center clutch
- flat face flywheel

Flywheel Housings

- SAE #4

Exhaust Manifold

- rear dump down

Power Steering Pump

Wiring Harnesses

Discrete Speed Switch

Variable Speed Hand Throttle

Variable Speed Foot Pedal

Engine Mounts

- Automotive with insulators
- Open power unit

Electronic Instrument Panel, Gauges

Three Way Catalyst / Muffler Standard

Transmissions

6R80 electronic shift
C6 Mechanical

Emissions Information

California Air Resources Board (CARB)
Environmental Protection Agency (EPA)
Emission Certified Packages Available.

Warranty

Contact Engine Distributors, Inc.
for warranty details.



Powertrain Assemblies
& Components
Provided By Ford
Component Sales

Specifications

Engine Type	I-4
Bore and Stroke	3.5" x 3.93" (89mm x 100mm)
Displacement	2.5L Liter (152.5 CID)
Compression Ratio	9.7:1
Oil Capacity	7 qts. including filter
Net Weight	351 Lbs. with accessories (159 Kgs.)
Dimensions	L 30.3" x W 23.3" x H 32.6" (769 mm x 589 mm x 828 mm)

Gasoline (corrected per SAE J1349)

Unleaded 87 or 89 octane	
Intermittent Power	84 [HP] @ 3200rpm (62 [kW] @ 3200rpm)
Continuous power	75 [HP] @ 3200rpm (56 [kW] @ 3200rpm)
Intermittent Torque	137 [ft-lbs] @ 3200rpm (185 [N-m] @ 3200rpm)
Continuous Torque	123 [ft-lbs] @ 3200rpm (166 [N-m] @ 3200rpm)

Natural Gas (corrected per SAE J1349)

Fuel Specification	1050 BTU/FT3
Intermittent Power	76 [HP] @ 3200rpm (56 [kW] @ 3200rpm)
Continuous power	68 [HP] @ 3200rpm (50 [kW] @ 3200rpm)
Intermittent Torque	125 [ft-lbs] @ 3200rpm (169 [N-m] @ 3200rpm)
Continuous Torque	113 [ft-lbs] @ 3200rpm (153 [N-m] @ 3200rpm)

Liquefied Petroleum Gas (corrected per SAE J1349)

Fuel Specification	HD-5
Intermittent Power	80 [HP] @ 3200rpm (59 [kW] @ 3200rpm)
Continuous power	72 [HP] @ 3200rpm (53 [kW] @ 3200rpm)
Intermittent Torque	131 [ft-lbs] @ 3200rpm (177 [N-m] @ 3200rpm)
Continuous Torque	118 [ft-lbs] @ 3200rpm (160 [N-m] @ 3200rpm)

Standard Features / Benefits

Set-for-life valvetrain

Deep skirted, ribbed cylinder block casting for rigidity

Aluminum AA319 cylinder block cast with the Cosworth process,
including cast-in-place iron cylinder liners.

Chain driven dual camshafts with automatic tensioning system

Structural front cover and oil pan

Alternate fuel ready valvetrain components

Individual coil on plug electronic ignition

Cast aluminum camshaft cover to ensure warp-free sealing

Sintered metal connecting rods

Nodular iron crankshaft, featuring five main bearings,
eight counterweights

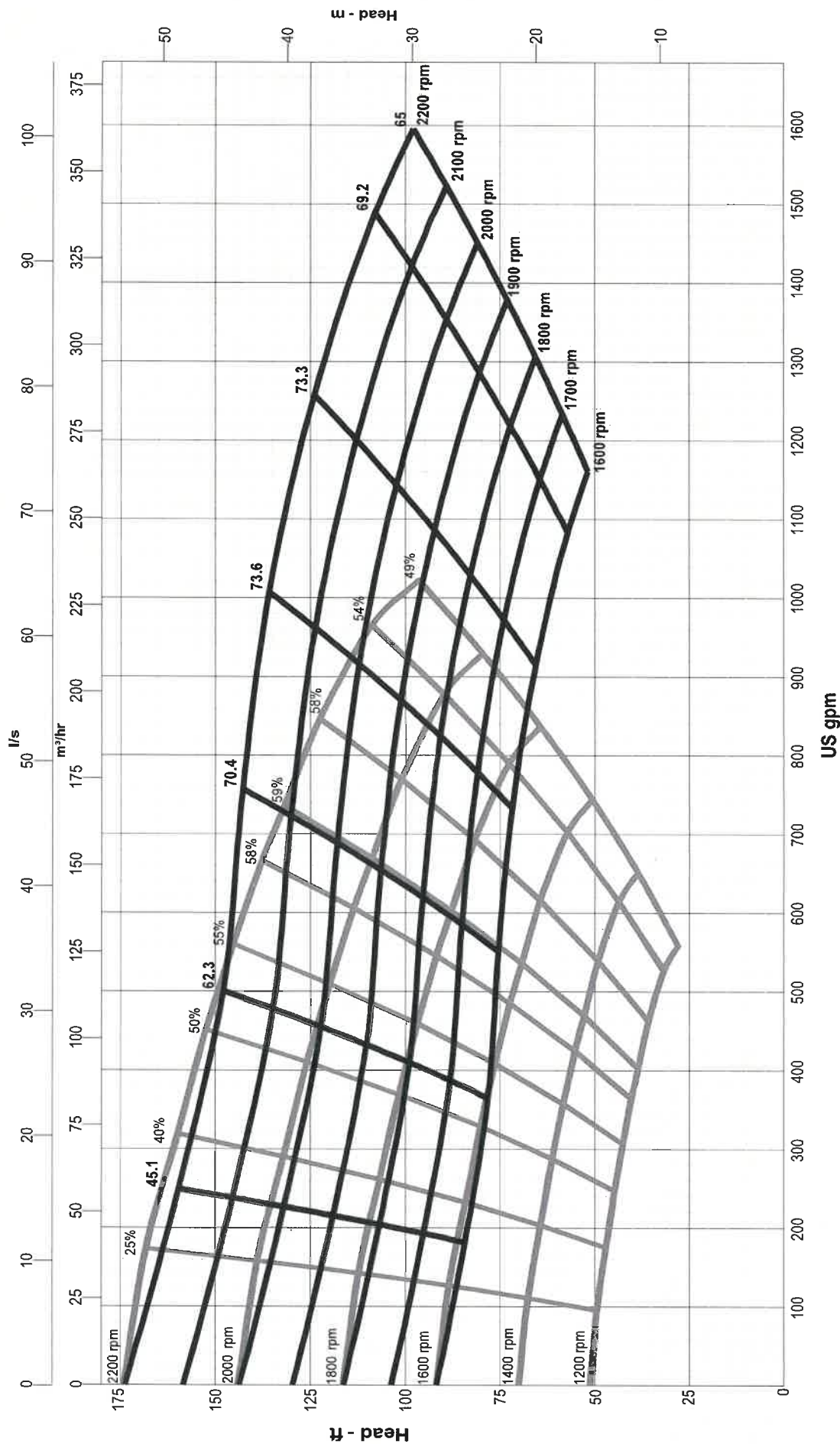
Broadband knock sensor, calibrated for individual cylinder use

Gasoline Sequential Port Fuel Injection

Closed loop fuel control for all fuels

Electronic engine management system with built-in engine
protection against detonation, high coolant temperature, low oil
pressure, over speed shutdown and starter lockout

Next generation governing – discrete speeds, variable speeds,
drive by wire – using the highest quality components.

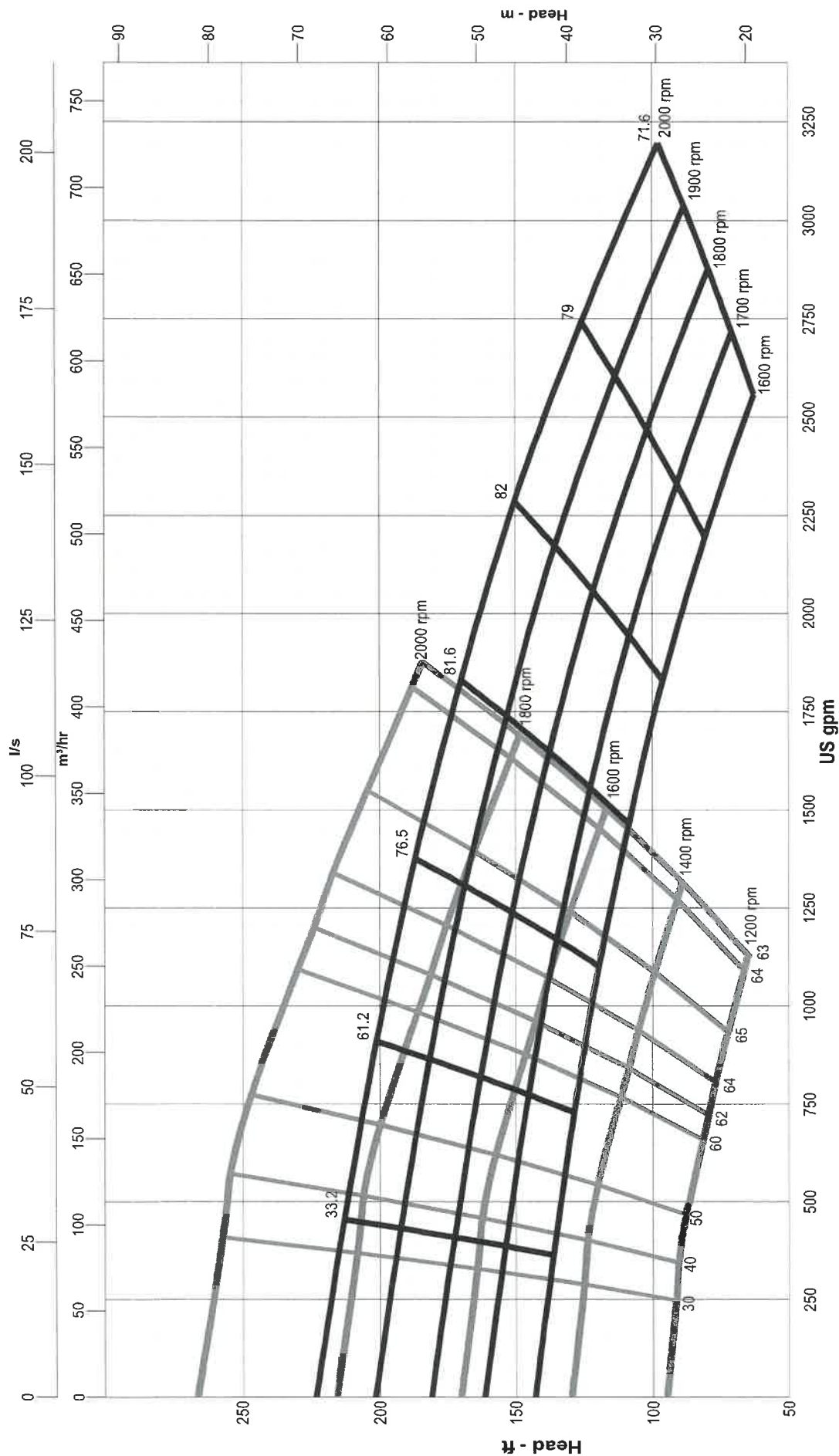


GLOBAL PUMP®
A MERSINO COMPANY
866-360-PUMP
www.globalpump.com

Size: 4GHT
Speed: 1600 - 2200 rpm
Dia: 10 in
Curve: T501044-2
Impeller: 000052

GLOBAL PUMP
Catalog: Global Pump, Vers 1
TRASH - 1800

Company: GLOBAL PUMP
Name: CATALOG CURVE



GLOBAL PUMP
GODWIN

GLOBAL PUMP
A MERSINO COMPANY
866-360-PUMP
www.globalpump.com

Size: 6GHT
Speed: 1600 - 2000 rpm
Dia: 10 in
Curve: T501044-2
Impeller: 000052

GLOBAL PUMP
Catalog: Global Pump, Vers 1
TRASH - 1800

Company: GLOBAL PUMP
Name: CATALOG CURVE



April 21, 2025

Addendum 2

Bid No. 25-024

Twelve (12) Natural Gas Bypass Pumps

ADCNR Project No. B2WQ-FSSO

Addendum 2 contains Correction to information given in Addendum No. 1.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 2:00 PM on Thursday, May 1, 2025. Vendors shall acknowledge this Addendum 2 on their submitted Bid Response Form.

Correction to Information provided in Addendum No. 1:

- This addendum includes corrections to the Design Pumping Conditions provided in Addendum No. 1. The attached chart has corrections in red.

Design Pumping Conditions - **Corrected**

Location Number	Description	GPM	TDH
1	Intermediate Lift Station	1000	20
2	Thompson Hall Lift Station	600	117
3	Lakewood Lift Station	140	64
4	Carmel Square Lift Station	100	37
5	Magnolia Apartments Lift Station	200	Unknown
6	Rock Creek 1 Lift Station	500	96
7	Baldwin One Lift Station	425	69
8	Valley Lift Station	500	79
9	Pier Lift Station	750	146
10	Mobile Lift Station	150	77
11	Quail Creek 1 Lift Station	1000	190
12	Woodlands Lift Station	1200	125



April 24, 2025

Addendum 3

Bid No. 25-024

Twelve (12) Natural Gas Bypass Pumps

ADCNR Project No. B2WQ-FSSO

Addendum 3 contains questions and answers submitted via email.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 2:00 PM on Thursday, May 1, 2025. Vendors shall acknowledge this Addendum 3 on their submitted Bid Response Form.

Questions Submitted Via Email:

1. Regarding the stainless steel piping to be included with each pump – are these just 12' long spool pieces? Is there to be a flange on each end, or are these to be straight tubes with no flanges, bends, etc.
 - A. Per the specifications, it is an 8" x 12' Suction Tube. The suction tube should be fully piped in to fit the provided bypass pump, with appropriate flanges and bends to fit.
2. Will equal manufacturers to the Godwin equipment be accepted? If so, is there an approval process or should information be submitted with the bid package?
 - A. The Godwin Bypass Pump specifications shall be interpreted as a minimum standard of quality. Brand name or equivalent specification means a specification limited to one or more items by manufacturers' name or model numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City's requirements, and which provides for the submission of equivalent products. If the Contractor opts to propose an equivalent brand, product, material or source outside these specifications, then a submittal will be required. The City reserves the right to evaluate and refuse a proposed equivalent material.

Bidders proposing an alternate brand/model shall include specifications sheets with their submitted bid. Any alternate brand/models submitted without the specifications sheets will not be considered.

3. Are you able to provide operating points for each of the lift stations in the bid package?
 - A. See Addendum No. 2.
4. Are you able to provide a gas specification for the natural gas supply?
 - A. See attached Natural Gas Specifications. Note that the gas meter size will be determined by the BTU size of the pump used at the lift station. Two (2) pound regulators will be used as well.

5. Would an equivalent diesel fueled engine be acceptable?
A. No. Natural Gas fueled bypass pumps are required.
6. Can you please supply a pressure range for the head conditions for Lift Station 5 Magnolia Apartments? We want to ensure we are sizing the pump adequately for this station.
A. 55 Feet.

Natural Gas Specifications

Location Number	Description	Main Pipe Size	Service Pipe Size	Pressure
1	Intermediate Lift Station	2"	¾"	23 PSI
2	Thompson Hall Lift Station	2"	¾"	23 PSI
3	Lakewood Lift Station	2"	¾"	23 PSI
4	Carmel Square Lift Station	2"	¾"	23 PSI
5	Magnolia Apartments Lift Station	2"	¾"	23 PSI
6	Rock Creek 1 Lift Station	2"	¾"	23 PSI
7	Baldwin One Lift Station	2"	¾"	23 PSI
8	Valley Lift Station	2"	¾"	23 PSI
9	Pier Lift Station	2"	¾"	23 PSI
10	Mobile Lift Station	2"	¾"	23 PSI
11	Quail Creek 1 Lift Station	2"	¾"	23 PSI
12	Woodlands Lift Station	2"	¾"	23 PSI

Sealed Bid

RECEIVED
10.54

Twelve (12) Natural Gas Bypass Pumps

Bid No.: 25-024

City of Fairhope
555 South Seaton St.

Fairhope, AL 36532

Hydra Service, Inc

P.O. Box 365, 2104 Hwy 160, Warrior, AL 35180

Local Office: 23304 McAllister Dr, Robertsdale, AL.

36567



CITY OF FAIRHOPE PURCHASING DEPARTMENT PROJECT REQUEST FORM

Requestor: Daryl Morefield Department: Water/Wastewater
Project Name: RESTORE – B2WQ-FSSO – Lift Station Bypass Pumps (previously generators)
Project Description: Bypass pumps to be installed at 12 lift stations to prevent SSO's
Project Category: ☒ Bid ☐ Professional Service ☐ Other: _____
Budget Amount: \$1,098,834 (\$820,000 grant) Budget Code: _____
Budgeted for Current FY: ☒ Yes ☐ No

BID INFORMATION

Bid Duration: _____ Project Duration: _____
Engineer of Record: Richard Johnson
Pre-Bid Meeting: ☒ No ☐ Yes ☐ Mandatory ☐ Non-Mandatory
Scope of Work Provided By: Daryl Morefield Contract Extensions: ☒ No ☐ Yes
Project Manager: Daryl Morefield
Insurance Requirements: ☒ Minimum ☐ Maximum
Bonds: ☐ Bid ☐ Performance ☒ Labor & Materials
Related Bids/RF's None

FORCE ACCOUNT INFORMATION

Force Account Project: ☐ No ☐ Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: Daryl Morefield Senior Accountant: Suzanne Doughty
City Treasurer: Kimberly Creech Mayor: Sherry Sullivan

PRF RESTORE Bypass Pumps

Final Audit Report

2025-01-14

Created:	2025-01-09
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm8-oHABx5G63R-Rupj4xUvFZDi3zp32G

"PRF RESTORE Bypass Pumps" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2025-01-09 - 5:58:31 PM GMT
-  Document emailed to Daryl Morefield (daryl.morefield@fairhopeal.gov) for signature
2025-01-09 - 5:58:59 PM GMT
-  Email viewed by Daryl Morefield (daryl.morefield@fairhopeal.gov)
2025-01-09 - 9:33:23 PM GMT
-  Document e-signed by Daryl Morefield (daryl.morefield@fairhopeal.gov)
Signature Date: 2025-01-09 - 9:33:39 PM GMT - Time Source: server
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2025-01-09 - 9:33:40 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2025-01-09 - 9:34:12 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2025-01-09 - 9:38:08 PM GMT - Time Source: server
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2025-01-09 - 9:38:09 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2025-01-14 - 0:24:56 AM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2025-01-14 - 0:24:58 AM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2025-01-14 - 12:56:08 PM GMT

 Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)

Signature Date: 2025-01-14 - 12:56:30 PM GMT - Time Source: server

 Agreement completed.

2025-01-14 - 12:56:30 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1493

FROM:	Wes Boyett, GAS SUPERINTENDENT
SUBJECT:	An Aid to Construction Reimbursement Agreement between the City of Fairhope Gas Department and Haven at Fairhope – CDA, LLC for the Utility Relocation at and near the entrance of Gainswood Subdivision and approximately 1,600' South of Highway 181 and County Road 32 Intersection; and to accept the funds (not-to-exceed \$64,804.00) for this relocation project.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

That the City Council hereby authorizes Mayor Sherry Sullivan to execute an Aid to Construction Reimbursement Agreement between the City of Fairhope Gas Department and Haven at Fairhope – CDA, LLC for the Utility Relocation at and near the entrance of Gainswood Subdivision and approximately 1,600' South of Highway 181 and County Road 32 Intersection; and to accept the funds (not-to-exceed \$64,804.00) for this relocation project.

BACKGROUND INFORMATION:

On February 20, 2025 the City Council awarded Bid No. 25-023: The Superintendent of Gas Department and Assistant Superintendent of Gas Department recommended the award be made to Equix Energy Services, LLC. Their low bid price for the Lump Sum Cost was Sixty-Four Thousand Eight Hundred Four Dollars (\$64,804.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
002-40965	Gas-Aid to Construction	(\$25,000.00)	(\$64,804.00)	\$39,804.00

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute an Aid to Construction Reimbursement Agreement between the City of Fairhope Gas Department and Haven at Fairhope – CDA, LLC for the Utility Relocation at and near the entrance of Gainswood Subdivision and approximately 1,600' South of Highway 181 and County Road 32 Intersection; and to accept the funds (not-to-exceed \$64,804.00) for this relocation project.

DULY ADOPTED THIS 27TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Aid In Construction

REIMBURSEMENT AGREEMENT

This aid in construction reimbursement is made this 29th day of April 2025, by and between:

City of Fairhope Gas Department (Municipality/Owner).

Sherry Sullivan
Mayor

With primary offices located at:

555 South Section St. Fairhope AL, 36532 (Address).

Council Members:

Kevin G. Boone

Jay Robinson

Jack Burrell, ACMO

Jimmy Conyers

Corey Martin

And: Haven at Fairhope - CDA, LLC (Company/Developer).

With primary offices located at:

1321 Ochener Blvd, Ste. 201 (Address).
Covington, LA 70433

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Whereas, the company/developer has requested the relocation of a portion of the utility in conflict in order to accommodate the developers project needs related to "The Haven at Fairhope" development at and near the entrance of Gainswood Subdivision and approximately 1,600' South of Hwy 181 & CR 32 intersection, whereas, the developer has agreed to reimburse the City of Fairhope all costs related to the relocation as outlined in this agreement. All costs shall be paid in advance of mobilization of the service provider. Refunds, if any, will be processed in the normal course of business.

Utility Relocation: Natural Gas
Project # 25023
Approximate Footage: 2,000'
Material Type: Polyethylene (4")
Method of Install: Directional Bore
Estimated Reimbursement: \$64,804 (Not-to-exceed)
Contractor Performing Work: Equix Energy Services LLC

Fairhope Public Utilities



Fairhope Gas Department

The City of Fairhope

Printed Name: _____

Printed Name: Casper M. O'Brian

Title: _____

Title: General Manager

Signature: _____

Signature: Casper M. O'Brian

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

251-928-2136 (p)

251-928-6776 (f)

www.fairhopeal.gov



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1488

FROM:	Hannah Noonan, Human Resources Director
	George Ladd , PUBLIC WORKS DIRECTOR
SUBJECT:	The Director of Human Resources, Hannah Noonan, is requesting that Mayor Sherry Sullivan is authorized to execute a contract with Genesis Technical Staffing, Inc. to supply temporary employees to supplement the existing workforce. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

To approve authorization of Mayor Sherry Sullivan to execute a contract with Genesis Industrial Staffing, Inc. to supply temporary employees to supplement the existing workforce. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51. Authorize Treasurer to transfer \$50,000.00 from Sanitation Salaries 005030-50040 to Temp Contract Labor 005030-50245.

BACKGROUND INFORMATION:

The Director of Human Resources, Hannah Noonan, and the Director of Public Works, George Ladd, are requesting approval for Mayor Sherry Sullivan to sign the Genesis Industrial Staffing, Inc. General Staffing Agreement to supply temporary staff as needed. Genesis Industrial Staffing, Inc. can provide staffing for the Sanitation Department and provide workers' compensation insurance.

They are also requesting to authorize the Fifty Thousand Dollars (\$50,000.00) from Sanitation Salaries 005030-50040 to Temp Contract Labor 005030-50245.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
005030-50245	Temp Contract Labor	\$0.00	\$50,000.00	(\$50,000.00)

Authorize FY25 Budget Transfer:

005030-50040 Sanitation Salaries (\$50,000.00)

005030-50245 Sanitation Temp Contract Labor \$50,000.00

GRANT:

N/A

LEGAL IMPACT:

City Attorney approved terms and conditions of the General Staffing Agreement with changes. Vendor agreed to the changes.

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

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 with Genesis Industrial Staffing, Inc. to supply temporary employees to supplement the existing workforce. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51. Authorize Treasurer to transfer \$50,000.00 from Sanitation Salaries 005030-50040 to Temp Contract Labor 005030-50245.

ADOPTED THIS 27TH DAY OF MAY 2025

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



General Staffing Agreement

Genesis Industrial Staffing, Inc., and **Genesis Technical Staffing, Inc.**, with the principal office located at **3517 Laughlin Drive, Mobile, AL 36693** ("STAFFING FIRM"), **City of Fairhope** and all locations, with its principal office located at **560 S. Section Street, Fairhope, Alabama, 36532** ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM

1. Duties and Responsibilities

STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on **Exhibit A** under CLIENT's supervision at the locations specified on Exhibit A and will, as the common law employer of Assigned Employees, be responsible for the following;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign agreements (in the form of **Exhibit B**) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
- e. Require Assigned Employees to sign confidentiality agreements (in the form of **Exhibit C**) before they begin their assignments to CLIENT.
- f. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- g. Staffing Firm Health Coverage Offered on Behalf of Client
Although the parties intend that STAFFING FIRM and not CLIENT be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Assigned Employees and that such employees be deemed the common law employees of STAFFING FIRM and not CLIENT, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by STAFFING FIRM is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied. Accordingly, CLIENT agrees to pay STAFFING FIRM, in addition to the rates set forth in Exhibit A, an additional fee not to exceed the amount of \$350.00 per month for each month during which an employee placed with CLIENT by STAFFING FIRM is enrolled in group health plan health coverage offered by STAFFING FIRM.

- h. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.2 Insurance

- a. STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:
- b. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law Employer's liability insurance with limits of \$ 1,000,000.
- c. Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of \$1,000,000.
- d. Umbrella liability insurance with limits of \$5,000,000.
- e. Commercial automobile liability insurance with limits of \$1,000,000 on vehicles owned, leased, or rented by STAFFING FIRM

1.3 Right to Control

- a. In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

CLIENT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

3. Payment Terms, Bill Rates, and Fees

- a. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs for Assigned Employee, such as state requires, Jury Duty and sick time pay requirements, or any other unforeseen cost that will be required by state and federal law to pay to Assigned employees or fees outlined in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is **Due 15 days** from receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed systems for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, the CLIENT will pay the undisputed portion.
- b. For all invoices that are fifteen (15) days past due, according to the agreed upon terms, Genesis Technical Staffing, Inc. reserves the option to assess a 1.50% late fee per week.
- c. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- d. Client-approved holiday and vacation pay will be billed at the pay rate plus applicable taxes at core costs.

4. Direct Hire Terms

- a. For employees you wish to hire on a direct basis where we advertise, recruit, and pre-screen staff employees for your firm, a direct hire fee of **20%** of the employee's annual salary will be charged. Temporary or contract employees may be hired on direct after **720 hours** without any additional obligation or fee. Contract employees who you choose to hire on a direct basis prior to **720 hours** of continuous service will be charged a buyout fee on a prorated basis. Such a Direct Hire Fee will be fully earned upon arrival of the candidate on the candidate's first scheduled day of work. Notwithstanding the sentence immediately preceding, in the event that the CLIENT pays STAFFING FIRM a Referral Fee to obtain an employee, but the employee voluntarily leaves the hire of CLIENT or is terminated for cause before the end of ninety (90) calendar day period from the date of hire, STAFFING FIRM may, at its option, either provide a replacement employee who is acceptable to CLIENT within Thirty (30) days or refund to CLIENT the fees paid to STAFFING FIRM based upon the length of time the employee was actually employed by CLIENT according to the following basis:

0-30 day	100% refund of fees or replacement within 30 days
31-60 days	75% refund of fees
61-90 days	50% refund of fees
Over 90 days	No refund of fees

5. Confidential Information

- a. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

6. Cooperation

- a. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

7. Miscellaneous

- a. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- b. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- c. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- d. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- e. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- f. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- g. Client will not directly or indirectly recruit, induce, solicit, or employ any person who is considered an active employee of Genesis Technical Staffing, Inc. or Genesis Industrial Staffing, Inc.
- h. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- i. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

8. Term of Agreement

- a. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

10. Separate Companies

- a. The parties acknowledge that Genesis Industrial Staffing, Inc. and Genesis Technical Staffing, Inc. are separate companies. Because Client may utilize the services of both companies, this general staffing agreement refers to both companies. However, the provisions of this agreement with regard to each Assigned Employee only apply to the staffing firm by which such Assigned Employee is actually employed.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF FAIRHOPE

**GENESIS INDUSTRIAL STAFFING, INC.
GENESIS TECHNICAL STAFFING, INC.**

Signature
Sherry Sullivan
Mayor

Signature
Clarissa L. Hamilton
President

Date

Date

Exhibit A

Rate Schedule

Job Title or Description	Markup for Services
Public Works	1.45% ST and 1.35 %OT
Parks & Recreation	1.40% ST and 1.30% OT
Public Utilities	1.40% ST and 1.30% OT
Office/Administrative	1.40% and 1.30% OT
Direct Hire	20% Annual Salary

CITY OF FAIRHOPE

GENESIS INDUSTRIAL STAFFING, INC.
GENESIS TECHNICAL STAFFING, INC.

 Signature
 Sherry Sullivan
 Mayor

 Signature
 Clarissa L. Hamilton
 President

 Date

 Date



EXHIBIT B

Benefits Waiver for Assigned Employees

In consideration of my assignment to **CITY OF FAIRHOPE** by **Genesis Industrial Staffing, Inc.**, I agree that I am solely an employee of **Genesis Industrial Staffing, Inc.** and **Genesis Technical Staffing, Inc.**, for benefits plan purposes and that I am eligible only for such benefits as **Genesis Industrial Staffing, Inc.** and **Genesis Technical Staffing, Inc.** may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by **CITY OF FAIRHOPE** its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to **CITY OF FAIRHOPE** by **Genesis Industrial Staffing, Inc.** and **Genesis Technical Staffing, Inc.** regardless of whether I am held to be a common-law employee of **CITY OF FAIRHOPE** for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

Signature: _____

Date: _____

Print Name: _____

EXHIBIT C

Confidentiality Agreement for Assigned Employees

As a condition of my assignment by **Genesis Industrial Staffing, Inc.**, to **CITY OF FAIRHOPE**. I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at **CITY OF FAIRHOPE** or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to **CITY OF FAIRHOPE** or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of **CITY OF FAIRHOPE**.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement. The obligations of this Agreement will survive my employment by **Genesis Industrial Staffing, Inc.** and **Genesis Technical Staffing, Inc.**

Signature: _____

Date: _____

Print Name: _____



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1490

FROM:	Chris Ellis, Fire Chief
SUBJECT:	Fire Chief, Chris Ellis, is requesting the procurement of a qualified consultant to perform on-site NFPA 1580-Compliant Firefighter physicals, including ultrasound screenings.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

To approve the procurement of on-site NFPA 1580-Compliant Firefighter physicals, including ultrasound screenings by VITALExam, LLC. and authorize Mayor Sherry Sullivan to execute the agreement for a not-to-exceed cost of \$33,000.00.

BACKGROUND INFORMATION:

Fire Chief, Chris Ellis, is requesting the procurement of a qualified consultant to perform on-site NFPA 1580-Compliant Firefighter physicals, including ultrasound screenings.

VITALExams, LLC. provides the on-site NFPA-Compliant Firefighter physicals, including ultrasound screenings. Their standard cost for exams is \$600.00 per person.

The Fire Chief is requesting a not-to-exceed contract amount of Thirty-Three Thousand Dollars (\$33,000.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001200-50235	Fire - Physicals	\$33,000.00	\$33,000.00	(\$0.00)

GRANT:

N/A

LEGAL IMPACT:

City Attorney has review the contract.

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That Mayor Sherry Sullivan is hereby authorized to execute a contract with VITALExam, LLC to perform NFPA 1850-compliant physical examinations and testing of Fairhope Volunteer Fire Department volunteer firefighters and employees. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51(3).

DULY ADOPTED THIS 27TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CONTRACT

AGREEMENT BETWEEN THE CITY OF FAIRHOPE
AND VITALEXAM, LLC
TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES
FOR EMPLOYEE PHYSICAL EXAMINATIONS 2025

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2025, by and between the City of Fairhope, an Alabama municipal corporation located at 161 North Section Street, Fairhope, AL 36532 (hereinafter sometimes referred to as the "City" or the "Client"), and VITALExam, LLC, a Florida limited liability company located at 945 West Michigan Avenue, Suite 10B, Pensacola, Florida 32505 (hereinafter referred to as the "Consultant"), whereby the Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3) (1975), for the consideration as set forth herein as follows:

WHEREAS, the Client desires to have performed physical examinations and testing of Fairhope Volunteer Fire Department volunteer firefighters and employees, which the Client believes will promote the efficient operation of government; and

WHEREAS, Consultant has made a proposal to the Client to provide such professional consulting services and has represented to the Client that it is staffed with personnel knowledgeable and experienced in such matters as to be able to provide those services to the Client in a professional and competent manner; and

WHEREAS, Client has selected and desires to contract with Consultant to provide such services.

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, as follows:

1. **Scope of Services:** Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client in regard to physical examinations and testing as more particularly set forth in EXHIBIT A: "Statement of Work" AND in Consultant's proposal to Client as set forth in EXHIBIT B: "VITALExam Services Pricing Quote", each of which is adopted and incorporated herein by reference, except to the extent of a conflict with the terms and conditions herein, in which case the provisions herein shall prevail.
2. **Time of Performance:** Consultant agrees to provide services on a date agreed upon with the Client's designee and to complete its commitments within 12 months of the execution of this agreement.

3. **Compensation:** The Client agrees to pay Consultant for each standard physical exam administered, at a rate of \$600 per exam. If any additional testing is administered, services will be invoiced at the rates specified in Exhibit B. If a scheduled exam is missed due to the patient failing to show at the scheduled time or failing to provide at least 48 hours' notice of cancellation, the Client shall be responsible for the full cost of the exam as outlined in this Agreement. This amount shall be invoiced by the Consultant and payable by the Client under the same terms as other invoices. Payment shall be made to Consultant within thirty (30) days after receipt of invoice.
4. **Client Responsibilities:** Client shall:
 - a. Provide a list of all personnel to be tested. This list shall be provided at least two weeks prior to the date exams are scheduled to commence. Such list shall include each individual's **legal name**, gender, date of birth, email address, and contact phone number;
 - b. Provide access to its personnel to be tested and examined;
 - c. Assist with scheduling the testing of its personnel; and
 - d. Provide facilities and certain equipment in which the Consultant shall conduct testing and examination, as further specified in Exhibit A.
5. **Confidentiality:** Consultant shall comply with all applicable federal, state, and local laws regarding medical information, records, test results, and any other data connected from Client's employees.
6. **Reports:** Consultant shall furnish a final written report to the Client upon completion of the services. Notwithstanding the foregoing, all patient medical information and related records will be strictly confidential between the employee and Consultant.
7. **Insurance:** Consultant shall maintain workers' compensation, employer's liability, auto liability, commercial general liability, and professional liability insurance policies throughout the duration of this agreement, each in an amount acceptable to the Client. Upon the execution and delivery of this agreement, and upon request by the Client, Consultant shall provide Client with one or more certificates of insurance evidencing such coverage and naming the Client as an additional insured.
8. **Notices:** The representative of the City of Fairhope for this agreement shall be Sherry Sullivan, Mayor. Any notices required shall be in writing and be sent either by U.S. Mail or by email to the addresses below:

Notice to Client

Sherry Sullivan, Mayor
City of Fairhope
161 North Section Street
Fairhope, AL 36532

Notice to Consultant

Marci Vitale
VITALEexam
945 W Michigan Ave, Suite 10B
Pensacola, FL 32505

9. **Authorization to Execute:** Each party hereby guarantees, warrants, and represents to the other that the individual or individuals signing this Agreement on behalf of such party have the power, authority and legal capacity to sign this Agreement.
10. **Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

CITY OF FAIRHOPE

VITALEXAM, LLC

Sherry Sullivan, Mayor

Marci Vitale, CEO

Date

Date

EXHIBIT A

STATEMENT OF WORK

1. Exam Requirements: Consultant will perform comprehensive medical exams for Client's personnel pursuant to guidelines set forth by, but not limited to, the National Fire Protection Association ("NFPA") in NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments; NFPA 1583 - Standard on Health- Related Fitness Programs for Fire Department Members; and IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative (WFI). Exams will include a health risk assessment and a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job-related exposures, and new symptoms since the previous medical evaluation. Unless Client agrees to exempt certain tasks for specific exams, the services to be provided will consist of the following tasks:
 - a. Physical Examination by Licensed Healthcare Practitioner
 - i. Full medical history review and current health assessment
 1. Previous occupational exposures, vaccinations, medications
 2. PTSI and behavioral health screening
 3. Sleep assessment screening
 - ii. Full-body physical examination
 1. Titmus V4 vision screening (near/far acuity, color, peripheral, depth perception)
 2. Vital signs
 3. ASCVD 10-yr Heart Disease Risk Calculation (over 40 years of age)
 4. Audiometry
 5. Skin cancer screening
 6. Breast exam with self-breast exam education (males and females)
 - iii. Laboratory blood tests
 1. Complete Blood Count
 2. Comprehensive Metabolic Panel (blood count, electrolytes, etc.)
 3. Lipid Panel (cholesterol)
 4. Diabetes (HbA1c and fasting glucose)
 5. Thyroid Stimulating Hormone (TSH)
 6. Testosterone (men)
 7. Prostate Specific Antigen (PSA in men)
 8. Cancer antigen 125 (ovarian protein marker in women)
 9. Complete urinalysis with microscopic examination
 10. Any additional tests as requested by the department
 - iv. Personal consultation with review of results by Licensed Healthcare Practitioner
 - v. Follow-up in 1 to 6 months depending on individual needs
 - b. Cardiopulmonary and fitness evaluation by Exercise Physiologist
 - i. Resting 12-lead ECG
 - ii. Submaximal treadmill cardiac stress test with ECG
 - iii. Pulmonary Function Test (Spirometry: FVC, FEV₁, FEV₁/FVC Ratio)
 - iv. Muscular Strength and Endurance Evaluation (Jackson Strength Evaluation)

- v. Aerobic Endurance Evaluation (VO₂ Max Calculation)
 - vi. Flexibility Evaluation
 - vii. Body Weight and Composition
 - viii. Nutrition and Diet Recommendations
 - ix. Personal Fitness Recommendations
 - c. Multi-organ Ultrasound Screening for abnormalities by Registered Sonographer
 - i. Focused transthoracic echocardiogram (left ventricular ejection fraction, aortic root diameter)
 - ii. Carotid artery assessment (plaque, intima-media thickness)
 - iii. Abdominal aorta
 - iv. Thyroid
 - v. Abdomen (liver, pancreas, gall bladder, kidneys, and spleen)
 - vi. Bladder
 - vii. Scrotum
 - viii. Transabdominal prostate (men)
 - ix. Transabdominal pelvic (women, ovaries and uterus)
2. Service Standards
- a. Consultant will exercise generally accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.
 - b. Consultant will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
 - c. Consultant to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion.
 - d. Consultant to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
 - e. Consultant to conduct testing and consultations in a reasonably accessible location provided by the Client in a convenient manner for the Client and its employees to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.
 - f. Consultant and Client to market program services and benefits to target population to encourage maximum participation.
 - g. Consultant will securely collect, compile, store, and communicate program data relating to the employee's annual physical and:
 - i. Provide results of the exam in confidential, patiently friendly format to individual employees in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
 - ii. Not sell or market any personal or protected health information.
 - h. Consultant will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee for follow-up with the employee's own primary care practitioner.
 - i. Consultant will ensure that Final Evaluations will be reviewed and signed by an Alabama licensed MD, DO, ARNP or PA.
 - j. Client will provide a key/access card to the Consultant's licensed healthcare practitioner for the facility where exams are to be performed.

3. Implementation and Scheduling
 - a. Consultant will provide exams and services in several scheduled concentrated multi-day service. Actual frequency and duration of on-site sessions will be coordinated between Consultant and Client.
 - b. Consultant will conduct up to 15 exams per day on an 11-hour, 3-day schedule Tuesday through Thursday. Exams will be scheduled in 30-minute intervals and take approximately two hours to complete. Start and end times will be coordinated with the Client.
 - c. Client will provide Consultant 4 Rooms to accommodate the following components:
 - i. Biometrics, vision screening, and audiometry (area with minimal noise required)
 - ii. Ultrasound screenings
 - iii. Cardiopulmonary/fitness evaluations
 - iv. Physical exam and review of results with provider
 - d. Set-up, equipment, and associated costs will be the responsibility of Consultant.
 - e. On-site location, space, treadmill, high-speed wireless internet access, and overhead will be provided by the Client.
 - f. Consultant equipment maintenance will be performed by Consultant and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame.
 - g. Consultant commits that all equipment used will be state of the art and owned by Consultant. The equipment is portable and easily set up by Consultant's staff.
 - h. Consultant will bring portable exam tables as well as all the equipment necessary to completely provide the comprehensive medical and fitness exams, except that the Client will provide the treadmill and secure wireless internet access. Consultant will provide the following specific equipment:
 - i. Ultrasound Unit: GE Logiq e R9
 - ii. ECG Stress Unit: GE CardioSoft
 - iii. Spirometer: ndd Easy-on PC
 - iv. Audiometry Equipment: Maico audiometer with sound-resistant headphones (soundproof booth not included)
4. Reporting
 - a. Consultant will provide employees copies of examination and test results through Consultant's Patient Portal on the day of their exam.
5. Insurance
 - a. See Contract between the parties, page 6, section XIV. INSURANCE.
6. Billing and payment
 - a. See Contract between the parties, page 2, section III. COMPENSATION.
 - b. Invoices will be itemized to reflect the services provided. Care will be taken to minimize personally identifiable information to maintain patient confidentiality in any invoices provided to Client. Invoiced services will be at the rates indicated in Exhibit B.

Chris Ellis, Fire Chief
 Fairhope Volunteer Fire Department
 198 South Ingleside St
 Fairhope, AL 36532

January 8, 2025

Dear Chief Ellis,

Thank you for the opportunity to provide you with a quote for VITALExam's comprehensive wellness screening services. I have included the pricing for our standard package, along with available additional services – all of which are customizable and can be tailored to your department's needs. We are also happy to provide the same services and pricing to family members and other invitees as scheduling permits.

Standard Package	Price
Comprehensive Public Safety Physical Exams and Cancer Screenings	\$600
TOTAL PRICE PER EXAM	\$600

Additional Tests Available	Price
Advanced Cardiac Risk Panel	\$99
Advanced Lipid Panel (NMR LipoProfile)	\$65
CT Coronary Artery Calcium Score Administered at USA Health in Mobile	\$100
Low-Dose CT Lung Screening Administered at USA Health in Mobile	\$130
Tumor Marker Lab Tests (Cancer Antigens)	\$125
Microalbumin (uACR - Kidney Function Urine Test)	\$25
Amylase & Lipase (Pancreatic Enzymes)	\$25
Hepatitis B Screening and Immunity Status	\$55
ColoFIT Take-Home Fecal Occult Blood Test	\$45
QuantiFERON Gold (TB) Lab Test	\$75

VITALExam values your consideration for delivering integrative, comprehensive physicals to your department. We strive to foster a trusting rapport founded by our clinical expertise and passion to improve the physical and mental vitality of your firefighters!

I look forward to the opportunity to answer any questions you may have. Thank you!

Respectfully,



Dr. Marci Vitale, DNP, FNP-BC, AGACNP-BC
 Nurse Practitioner
 Founder & CEO



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Chris Ellis

Date: May 9, 2025

Department: Fire Department

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-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	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>Vital Exam</u>	\$ <u>33,000</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? Firefighter Physicals and Cancer Screening
2. What is the total cost of the item or service? 33,000
3. How many do you need? 55 Physicals/cancer screenings
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Vital Exam
6. Vendor Number: 9621

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? Click or tap here to enter text.
3. Budget code: 50235

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1527

FROM:	Fairhope Airport Authority
SUBJECT:	A Resolution to Authorize Submission of Grant Application for FY2025 Airport Improvement Program Funds for Runway Strengthening at H.L. "Sonny" Callahan Airport.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

The City of Fairhope, Alabama, as the designated Sponsor for H.L. "Sonny" Callahan Airport (KCQF) ("the Airport") intends to apply for Federal and State matching funds for an Airport Improvement Program Project (AIP) Grant Project at the Airport; and

The overall scope of the AIP Project is expected to be runway rehabilitation, replacement of runway lighting, replacement of taxiway lighting; and

The total project costs are expected to be \$6,903,025 with 95% of the project costs funded by the FAA; 2.5% of the project costs funded by the Alabama Department of Transportation; and 2.5% of the project costs funded by Fairhope Airport Authority.

The grant application submission deadline is not later than June 16, 2025.

That the City of Fairhope is authorized to make an Application for Federal Assistance for the AIP Project for the purpose of seeking Federal funding through the AIP program for runway strengthening and lighting replacement at the Airport.

That the application be submitted for and on behalf of the City of Fairhope by its Mayor, as designated by the City Council, who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.

Should such a grant application be accepted and approved by the FAA, the Mayor is hereby authorized by this Resolution to execute an appropriate grant agreement with the FAA without further action on the part of the City Council.

The City of Fairhope, in reliance upon an appropriate resolution from Fairhope Airport

Authority dated May 20, 2025, hereby affirms that the local matching share of funds in the amount required for this AIP Project shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

GRANT:

Airport Improvement Program Project (AIP) Grant Project at the Airport. Local matching share of funds in the amount required for this AIP Project shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE SUBMISSION OF GRANT
APPLICATION FOR FY2025 AIRPORT IMPROVEMENT PROGRAM FUNDS
FOR RUNWAY STRENGTHENING AT H. L. “SONNY” CALLAHAN AIRPORT**

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. “Sonny” Callahan Airport (KCQF) (“the Airport”) intends to apply for Federal and State matching funds for an Airport Improvement Program Project (AIP) Grant Project at the Airport; and

WHEREAS, the overall scope of the AIP Project is expected to be runway rehabilitation, replacement of runway lighting, replacement of taxiway lighting; and

WHEREAS, the total project costs are expected to be \$6,903,025, with 95% of the project costs funded by the FAA; 2.5% of the project costs funded by the Alabama Department of Transportation; and 2.5% of the project costs funded by Fairhope Airport Authority; and

WHEREAS, the application submission deadline is not later than June 16, 2025.

THEREFORE, BE IT RESOLVED, by the City of Fairhope, Alabama as follows:

1. That the City of Fairhope is authorized to make an Application for Federal Assistance for the AIP Project for the purpose of seeking Federal funding through the AIP program for runway strengthening and lighting replacement at the Airport.

2. That the application be submitted for and on behalf of the City of Fairhope by its Mayor, as designated by the City Council, who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.

3. That should such grant application be accepted and approved by the FAA, that the Mayor is hereby authorized by this Resolution to execute an appropriate grant agreement with FAA without further action on the part of the City Council.

BE IT FURTHER RESOLVED, that the City of Fairhope, in reliance upon an appropriate resolution from Fairhope Airport Authority dated May 20, 2025, hereby affirms that the local matching share of funds in the amount required for this AIP Project shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

I, the undersigned qualified and acting as the City Clerk of the City of Fairhope, Alabama hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope named therein, at a regular meeting of such body held on the ____ day of _____, 2025, and that such resolution is on file in the office of the City Clerk, City of Fairhope, Alabama.

RESOLUTION NO. _____

Page 2

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
City of Fairhope on this _____ day of _____, 2025.

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1528

FROM:	Fairhope Airport Authority
SUBJECT:	Resolution - City of Fairhope to Authorize Submission of Grant Application for Infrastructure Improvements at H.L. "Sonny" Callahan Airport.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

The City of Fairhope, Alabama, as the designated Sponsor for H. L. "Sonny" Callahan Airport (KCQF) ("the Airport") intends to apply for grant funding through the Alabama Department of Transportation (ALDOT) for certain infrastructure improvements at the Airport.

The overall scope of the infrastructure improvements is expected to be the application of a seal coat to the East Ramp, the Northwest Ramp, and Taxiway C, together with certain spall repairs to concrete areas on the Airport premises.

The total cost of the improvements is \$624,343, with ALDOT contributing 75% of the cost and Fairhope Airport Authority contributing 25% of the cost.

The application deadline for this grant funding is May 30, 2025.

1. That the City of Fairhope is authorized to make a grant application through ALDOT for pavement maintenance at the Airport as set forth above.
2. That the grant application be submitted for and on behalf of the City of Fairhope by its Mayor, as designated by the City Council, who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.
3. That should such grant application be accepted and approved by ALDOT, that the Mayor is hereby authorized by this Resolution to execute an appropriate grant agreement with ALDOT without further action on the part of the City Council.

That the City of Fairhope, in reliance upon an appropriate resolution from Fairhope Airport Authority approved on May 20, 2025, hereby affirms that the local matching share of funds in the amount required for this grant application shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

GRANT:

Grant Application for Infrastructure Improvements at H.L. "Sonny" Callahan Airport.

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE SUBMISSION OF
GRANT APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS
AT H. L. “SONNY” CALLAHAN AIRPORT**

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. “Sonny” Callahan Airport (KCQF) (“the Airport”) intends to apply for grant funding through the Alabama Department of Transportation (ALDOT) for certain infrastructure improvements at the Airport; and

WHEREAS, the overall scope of the infrastructure improvements is expected to be the application of a seal coat to the East Ramp, the Northwest Ramp, and Taxiway C, together with certain spall repairs to concrete areas on the Airport premises;

WHEREAS, the total cost of the improvements is \$624,343, with ALDOT contributing 75% of the cost and Fairhope Airport Authority contributing 25% of the cost; and

WHEREAS, the application deadline for this grant funding is May 30, 2025.

THEREFORE, BE IT RESOLVED, by the City of Fairhope, Alabama as follows:

1. That the City of Fairhope is authorized to make a grant application through ALDOT for pavement maintenance at the Airport as set forth above.
2. That the grant application be submitted for and on behalf of the City of Fairhope by its Mayor, as designated by the City Council, who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.
3. That should such grant application be accepted and approved by ALDOT, that the Mayor is hereby authorized by this Resolution to execute an appropriate grant agreement with ALDOT without further action on the part of the City Council.

BE IT FURTHER RESOLVED, that the City of Fairhope, in reliance upon an appropriate resolution from Fairhope Airport Authority approved on May 20, 2025, hereby affirms that the local matching share of funds in the amount required for this grant application shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

I, the undersigned qualified and acting as the City Clerk of the City of Fairhope, Alabama hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope named therein, at a regular meeting of such body held on the ____ day of _____, 2025, and that such resolution is on file in the office of the City Clerk, City of Fairhope, Alabama.

RESOLUTION NO. _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
City of Fairhope on this _____ day of _____, 2025.

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-1529

FROM:	Sherry Sullivan, Mayor
SUBJECT:	Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan to write a letter of support to the Baldwin County Trailblazers establishing the Kids in the Parks Program in Baldwin County and creating a new TRACK Trail at the Flying Creek Nature Preserve in Fairhope; and support of the Baldwin County Trailblazers making updates to the existing kiosks along the Eastern Shore Trail.
AGENDA DATE:	May 27, 2025

RECOMMENDED ACTION:

City Council Approval

BACKGROUND INFORMATION:

The Baldwin County Trailblazers are preparing a proposal for a grant to establish the Kids in Parks Program in Baldwin County and creating a new TRACK Trail at Flying Creek Nature Preserve in Fairhope. This grant will bring a meaningful outdoor experience to the Flying Creek Nature Preserve.

This program is designed to make outdoor activities fun and engaging for children, encouraging healthy habits and a lifelong connection to nature, which will be a great benefit to the citizens of Fairhope.

The Baldwin County Trailblazers will lead project management efforts with the City of Fairhope's support.

Bringing a TRACK Trail to the Flying Creek Nature Preserve furthers the mission of the Baldwin County Trailblazers and helps the City of Fairhope to connect more children and facilities to the outdoors through recreation, education, and community engagement. These experiences help inspire the next generation of stewards for our nation's rich natural, cultural, and historical resources.

Baldwin County Trailblazers to make updates to the existing kiosk along the Eastern Shore Trail.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

GRANT:

Baldwin County Trailblazers Grant Proposal Submission Due by June 5, 2025.

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to write a letter of support to the Baldwin County Trailblazers establishing the Kids in the Parks Program in Baldwin County and creating a new TRACK Trail at the Flying Creek Nature Preserve in Fairhope; and support of the Baldwin County Trailblazers making updates to the existing kiosks along the Eastern Shore.

ADOPTED ON THIS 27TH DAY OF MAY, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



About Kids in Parks and TRACK Trails

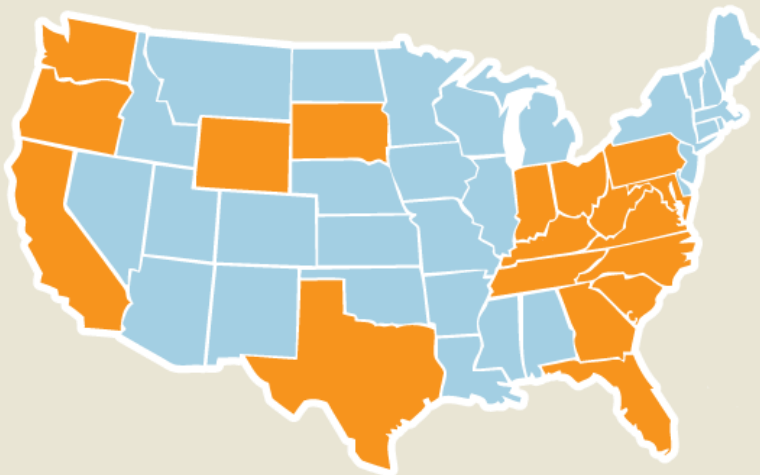


What is Kids in Parks?

Kids in Parks has worked with partners across the country to create a national network of trails that engage kids and families in activities that get them outdoors and connected to nature. Each of the program's TRACK Trails provide visitors with engaging, self-guided activities designed to turn their visit into a fun and exciting adventure.

Families can explore nature by hiking, biking, geocaching, paddling, playing disc golf, and even playing e-Adventures in their own backyard! By TRACKing their adventures, kids create an online journal that allows them to track places visited, log miles completed, see badges earned, and receive prizes in the mail.

300+ Trails Nationwide



Program History

It all began with a vision in 2008 to improve the health of children and the health of parks by making existing trails more attractive and fun for novice users. At that time, the Blue Ridge Parkway Foundation, National Park Service and Blue Cross and Blue Shield of North Carolina Foundation joined together to formally link the health of children to the health of parks by creating a strong network of trails and partners in the communities on and along the Blue Ridge Parkway, establishing Kids in Parks.

TRACK Trail Partners include



and more!



6 in 10

Trail TRACKers are
NEWCOMERS to
the parks they visit

40%

Trail TRACKers visited
for the TRACK Trail

88%

repeat visitors visit
more than one
TRACK Trail location



The regional program was so successful that parks across the country rapidly embraced Kids in Parks TRACK Trails. Today, there are more than 300 TRACK Trails in 18 states, Washington D.C., and the Eastern Band of Cherokee Indians Nation.

As one of the only health related nature programs in the country with data demonstrating results, the program has been endorsed by the American Academy of Pediatrics, recognized by the White House with a "Let's Move! Champion of Change" award, and reviewed favorably as a practice-tested intervention by the Center for Training and Research Translation — a program funded by the Center for Disease Control. Kids in Parks is now supported by a strong partnership of private and public groups investing together for the health of our parks and our children.

Contact Information:

Jason Urroz, Director: jurroz@kidsinparks.com
www.kidsinparks.com (866) 308-2773 ext. 384

Introduction

Working together with partners throughout the community, the mission of Kids in Parks is to promote children's health and the health of our parks by increasing physical activity and engaging families in outdoor adventures that foster a meaningful connection to the natural and cultural world.

Partners in our TRACK Trails program receive a trailhead kiosk and four self-guided nature adventure brochures, as well as integration into our website at

www.kidsinparks.com.

