CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA

Monday, March 23, 2026 - 6:00 PM
City Council Chambers

Council Members
Jack Burrell
Joshua Gammon
Jimmy Conyers
Jay Robinson
Andrea Booth

Invocation and Pledge of Allegiance

1. Approve minutes of March 9, 2026, Regular City Council Meeting and minutes of March 9, 2026, Work Session.

2. Report of the Mayor

3. Public Participation – Agenda Items – (3 minutes maximum)

4. Council Comments

5. **Public Hearing** — Application for Package Store License by Walmart Inc., d/b/a Walmart Liquor Box #4333, 10044 County Road 48, Fairhope, AL 36532,

6. **Final Adoption** — Ordinance — An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Fairhope, Alabama to add Licensing of Consumable Hemp Products in the Corporate Limits and Police Jurisdiction of the City of Fairhope. (Introduced at the City Council Meeting on March 9, 2026).

7. **Final Adoption** — Ordinance — An Ordinance granting a Non-Exclusive Franchise to Fiber Utility Network Inc. d/b/a Alabama Fiber Network, its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama. (Introduced at the City Council Meeting on March 9, 2026).

8. **Final Adoption** — Ordinance — An Ordinance granting a Non-Exclusive Franchise to Highstream Fiber Inc., its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama. (Introduced at the City Council Meeting on March 9, 2026).

9. Site Plan Review and Approval - Request of the Applicant, HFA-AE LTD, on behalf of the Owner, Brew Horizons LLC, for Site Plan Approval of 7 Brew Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 5 of Planters Pointe on the northwest corner of State Highway 181 and State Highway 104 and is 1.01 ± acres. PPIN #: 626310. (Planning Commission unanimously recommends approval of SR 25.09).

10. Site Plan Review and Approval - Request of the Applicant, Lieb Engineering, on behalf of the Owner, Rockwell LLC, for Site Plan Approval of Jiffy Lube Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 2 of Rockwell Place on the northeast corner of State Highway 181 and State Highway 104 and is .99 ± acres. PPIN #: 633810. (Planning Commission voted to recommend approval of SR 26.01).

11. Resolution - That the City of Fairhope approves the development and three (3) years hosting of a new City of Fairhope website that is on TIPS (Contract #220105) with CivicPlus, and therefore does not have to be let out for bid. The development cost and first year are not-to-exceed $44,734.90. Year Two and Year Three Costs are not-to-exceed $15,329.20 per year. Total Three-Year Cost not-to-exceed $75,393.30.

12. Resolution - That the City of Fairhope has voted to approve the Subscription Renewal for Short Term Rental Address Identification and Monitoring and Compliance Outreach by Granicus, as sole source distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The annual cost will not-to-exceed $5,869.01.

13. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-017) 46 KV Transmission Line - 2025 Modifications and Additions with a cost of $21,742.00; and to award Change Order No. 1 to Gridco,Inc.. The new contract total will be $2,216,183.20.

14. Resolution - To rescind Resolution No. 5682-25 approving the selection of the Evaluation Team of NEAL Technology Associates, Inc., for Professional Services for (RFQ PS26-001) Joint Use Attachment Survey and GIS Entry; and to authorize the re-bid of this purchase under Code of Alabama 1975, Section 41-16-57(d).

15. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-009-COF-2023-EDA001) K-1 Center Redevelopment with a cost of $51,531.00; and to award Change Order No. 1 to Rogers and Willard, Inc. The new contract total will be $6,107,110.00. Authorize Treasurer to transfer $51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget.

16. Resolution - To award (Bid No. 26-024-2025-PWI-021) to Fairhope Building Company for Welcome Center Envelope Repairs with a bid proposal not-to-exceed $527,435.00.

17. Resolution - To award (Bid No. 26-016-2023-PWI-013) to Arrington Curb & Excavation, Inc. for Construction of New Sidewalk Along Parker Road from Main Street to US-98 with a bid proposal not-to-exceed $253,313.23.

18. Resolution - That the City Council approves the selection by the Evaluation Team for Professional Landscape Architectural and A&E Services for (RFQ PS26-015) for the Flying Creek Nature Preserve Phase II (GOMESA Funded Project No. 2026-PWD 100) and Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110) to Duplantis Design Group, PC (DDG); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

19. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a contract with Southern Engineering Solutions, Inc. for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main with a contract amount of $525,000.00 for Preliminary Engineering Design Phase, $5,000.00 for Bidding or Negotiating Phase, and $400,000.00 for Construction Engineering & Inspection Phase. Total Not-to-Exceed contract amount of $930,000.00.

20. Resolution - To award (Bid No. 26-025-2026-WAT-004) to GMC Underground for AL-181 6-In. Water Main Replacement from CR-34 to Stone Creek Dr. with a bid proposal not-to-exceed $455,573.50.

21. Resolution - To award (Bid No. 26-028-2025-PUS-014) to Criswell Contracting Services, LLC. for Installation of Twelve (12) New Lift Station Bypass Pumps with a bid proposal not-to-exceed $589,595.60; and authorize the Treasurer to transfer $289,595.60 from General Lift Stations Improvements project to 12 Bypass pump installation project.

22. Resolution - To award (Bid No. 26-026-2026-WAT-002) to Ferguson Waterworks for Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement with a bid proposal not-to-exceed $297,978.80.

23. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Contract Amendment No. 2 with PipeSuite, A Division of Payne Management, Inc. for Professional Consulting Services (RFQ PS24-023) with a not-to-exceed amount of $480.00. The new contract total will be $63,720.00. Authorize Treasurer to transfer $31,860.00 from 002-59500 (System Improvements) to 002-50290 (Gas Professional Services) for the remaining 6 months expense in the FY2026 Budget.

24. Resolution - To authorize the Treasurer to complete a FY2026 Budget transfer for the Recreation Department for Temporary Labor in the amount of $6,500.00 from 001250-50040 Salaries to 001250-50245 Temporary Labor.

25. Resolution - To award (Bid No. 26-029-2026-GLF-020) to Sur-Line Turf, Inc. for Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek with a bid proposal not-to-exceed $198,750.00.

26. Resolution - To award (Bid No. 26-030-2026-REC-100) to SiteOne Landscape Supply for Barnwell Youth Football Fields – Irrigation Materials with a bid proposal not-to-exceed $7,889.79.

27. Resolution - To award (Bid No. 26-031-2026-REC-100) to Woerner Farms, LLC for Barnwell Youth Football Fields – TifTuf Bermuda Grass with a bid proposal not-to-exceed $41,022.00.

28. 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 for a not-to-exceed cost of $33,000.00. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51(3).

29. Resolution — That certain items are declared surplus and the Mayor and the City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the three methods listed on the resolution.

30. Request — Live at 5 a non-profit organization (Friends of the Halstead, Inc.) requesting a road closure from School Street between Morphy to Fairhope Avenue, from 6:00 a.m. until midnight for two concerts at the Halstead Amphitheater on March 27, 2026, and May 29, 2026; and the use of parking spots on the west side of School St. from Morphy to the college gravel parking lot with no parking after 8:00 a.m. for the remaining two concerts on April 17, 2026, and May 15, 2026; and request the City of Fairhope provide twenty (20) garbage cans with lids for each concert, recycling cans if available; and one (1) trailer of metal barricades, approximately eighty (80) total for each concert to ensure cleanliness and safety.

31. Request - Chris Morrison, CEO of Performance Regattas, LLC - Requesting permission to hold two events: Event 1: Setup and practice from April 6, 2026 through April 9, 2026; and Racing from April 10, 2026 through April 12, 2026. Event 2: Setup and practice from June 22, 2026 through June 25, 2026; and Racing June 26, 2026 through June 28, 2026. See Memorandum and Letter for complete list of requests.

32. Request — Memorie Martinez, Event Coordinator, The Fairhope Rotary Club Foundation requests approval of the "Fairhope Rotary Club Steak Cook-Off" on May 9, 2026, for street closures on Bancroft Street, between Fairhope Avenue and Morphy Avenue, and Johnson Avenue between Section Street and Bancroft Street; event from 12:00 p.m. to midnight; and approval to allow alcohol on City streets contingent upon ABC License and approval.

33. Request - Xinyue Pan, Alexandria Cumbie, and Emerson Chrinios Bardales (Fairhope High School Students participating in the International Baccalaureate Program) - Requesting permission to use the Fairhope Community Park for their CAS Project which will be a Bake Sale on Saturdays from April 4, 2026 through May 16, 2026 from 3:00 p.m. to 5:00 p.m. with proceeds donated to Prodisee Pantry.

34. Reappointment - Fairhope Environmental Advisory Board

35. Application for Restaurant Liquor License by Charles Mereday, C&B 61 LLC, d/b/a Atticus, 61 N. Section St., Fairhope, AL 36532.

36. Application for Beer/Wine Off Premises License by Manning, Inc., d/b/a Apple Market, located at 187 Baldwin Square, Fairhope, Alabama 36532.

37. Public Participation – (3 minutes maximum)

38. Executive Session - To Discuss pending and potential litigation.

39. 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 Regular City Council Meeting, Monday, April 13, 2026, 6:00 p.m.
Fairhope Municipal Complex
Council Chambers
161 North Section Street
Fairhope, AL 36532

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-255

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	Approve minutes of March 9, 0226, Regular City Council Meeting and minutes of March 9, 2026, Work Session.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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 Chambers, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 9 March 2026.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Joshua Gammon, Jay Robinson, and Andrea Booth; Mayor Sherry Sullivan, City Attorney Marcus E. McDowell and City Attorney Chris Williams; and Assistant City Clerk Jenny Opal Wilson. City Clerk Lisa Hanks was absent.

Council members returned to dais from Executive Session at 6:04 p.m.

There being a quorum present, Council President Conyers called the meeting to order at 6:05 p.m. The invocation was given by Rev. Amanda Dosher of St. James Episcopal Church, and the Pledge of Allegiance was recited.

Councilmember Burrell moved to amend agenda and move Item No. 1 Executive Session to Item No. 30, and renumber items. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

Councilmember Burrell moved to approve minutes of the February 19, 2026, Regular Meeting; and minutes of the February 19, 2026, Work Session. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

Council President Conyers addressed audience at meeting that Item No. 7 would be tabled this evening for final adoption to Amend Ordinance No. 1253 to consider request from the City of Fairhope Planning and Zoning Department, for amendments to the City of Fairhope's Zoning Ordinance. (Introduced at the Regular City Council Meeting on February 19, 2026). This will be a collaborative effort that will impact our City with additional meetings before it shows up again on Work Session or Regular Council Meeting. Councilmember Burrell addressed to table indefinitely by vote. Councilmember Robinson addressed additional meetings before it shows up again on Work Session or Council Meeting. Councilmember Booth addressed citizens voice heard and emails received.

Mayor Sherry Sullivan gave report on Civic Engagement of Students. Mayor Sullivan introduced Col. Mark Valentine (Ret.) member of the American Legion Eastern Shore Post 199, 700 South Mobile Street, Fairhope, AL 36532 and State Director for Alabama Boys State. He gave brief of the Alabama Boys and Girls State Program and recognize last year's local delegates that were sponsored by the American Legion Eastern Shore Post 199.

Fairhope High School	Marlin Hardwich Tristan Myrick Olivia Robinson Ella Shedd Rankin Williams
St. Michael Catholic High School	LeeAnn Bonner Tommy Petruzelli Jimmy Roh Andrew Kiernan

Col. Valentine thanked Mayor Sullivan, Council and the Fairhope Community for their support to American Legion Eastern Shore Post 199.

Mayor Sullivan and Councilmember Booth attended History Day at the Fairhope History Museum. She called Ginger Golson a Fairhope Historic Preservation Commission member to give brief on History Day for Fairhope High School and Fairhope Middle School with the theme Revolution Reform and Reaction. Students created great projects by writing papers, engaging in documentaries, etc. Best in Show Winners here tonight. Fairhope Historic Preservation Commission goals met. Mayor Sullivan thanked Ginger. Mayor Sullivan recognized project winners: Best of Show Junior Division: $50 1st Place BoS (JD): Louis Underwood: Henry Ford; Best of Show Senior Division: Shared Prize of $200 1st Place BoS (SD): Cole Jones and Carson Luter: Grand Hotel; 2nd Place BoS (SD): Emerson Chirinos Bardales: Brown v Bd of Education; and 3rd Place BoS (SD): $50 Annora Haber: George Washington Carver. Councilmember Booth thanked Ginger for her enthusiasm.

Mayor Sullivan commented that the City of Fairhope partnered with the Eastern Shore Art Center and the Fairhope Art Department to paint the storm drains throughout our city as a reminder to keep our bay clean. She thanked the participants, Grant Coordinator Nicole Love, and the Eastern Shore Art Center Outreach Director, Linsdey Lawrence.

Mayor Sullivan announced the Arts and Crafts Festival next weekend, March 20-22, 2026.

Mayor Sullivan thanked the Planning and Zoning Department with Staff, Planning Commission for their work that has gone into the ordinance and amendments. In addition, the citizens input and Council working to get it right.

In addition, Council Robinson asked Council President Conyers to call Coach Michael Rodgers forward with Fairhope High School Track Team. Coach recognized the titles of the girls that competed at the Alabama's State Track and Field Finals: State Champion Addison Silvernail Senior St. Michael Catholic High School cleared 11 feet in Pole Vault; State Champion Caroline Leford Senior Fairhope High School

cleared 11 feet in Pole Vault; and Nyla Loukides Junior Fairhope High School 2nd Place tiebreaker Shot Put.

Mayor Sullivan recognized the two (2) members of the Fairhope Junior City Council that were present for civic engagement.

Councilmember Conyers welcomed Public Participation for Agenda Items with limit of three (3) minutes. The following individuals spoke during Public Participation for Agenda Items:

1) Trea Corte, Legacy Real Estate & Development, 205 Fairhope Avenue, Fairhope, Alabama 36532 was not in favor of Item No. 7.
2) Fred Granade, 57 S. Bayview Street, Fairhope, AL 36532 was not in favor of Item No. 7.
3) Jimmy Prestwood, 215 S. Mobile Street #107, Fairhope, Alabama 36532 was not in favor of Item No. 7. Council President Conyers asked Director Planning and Zoning, Hunter Simmons to provide information on how to get on the Planning E-Mail List. Hunter said to send email to planning@fairhopeal.gov and ask to be added to the list.
4) Song Grove Homeowners Association, Inc. President and Secretary were in favor of support, four (4) conditions, and access on Item No. 16 and thanked Council.
5) Michael Lebatart, Lebatard Architecture, P.L.L.C., 2554 Beach Boulevard, Suite D., Biloxi, MS 39531 not in favor of Item No. 7. City of Biloxi Mayor Andrew 'FoFo' Gilich impressed with City of Fairhope.
6) Mac Walcott, 1, S. School Street, Fairhope, AL 36532 was not in favor of Item No. 7.
7) David Wetzel, 10424 Belrose Avenue, Daphne, Alabama 36526 not in favor of Item No. 7.
8) Sandy Wise, Wise Living Real Estate, LLC, 221 Fairhope Avenue, Fairhope, AL 36532 was not in favor of Item No. 7.
9) John Bethea, 9 N. Church Street, Fairhope, AL 36532 not in favor of Item No. 7.
10) David Mull, 53 N. Church Street, Fairhope, AL 36532 not in favor of Item No. 7.
11) Rebecca Brey, 24 Cliff Drive, Fairhope, AL 36532 not in favor of Item No. 7.
12) Rex Cabaniss, WHLC Architecture, 70 S. Section Street, Fairhope, AL 36532 not in favor of Item No. 7.
13) John Goodloe, 50 S. Church Street, Fairhope, AL 36532 no in favor of Item No. 7.

Council President Conyers opened Council Comments. Councilmember Burrell said we need to have better notice. Council get tough. Citizens demand high density. He thanked citizens for their input with illustrations. Vote down and readvertise. Bypass Planning Commission and deep dive with engagement of

professionals. Attorney Chris Williams agreed with fair summary of process. Councilmember Gammon thanked all citizens for speaking. He provided email address planning@fairhopeal.gov to request being added to the Planning Email List. Citizens are engaged with input. Proper research and time. Councilmember Gammon thanked citizens. Councilmember Robinson commented they were not trying to change uniqueness. He referenced Michael Lebatart public participation comment on bigger cities trying to figure out how to reduce density. Past ten (10) years reduce density, stormwater runoff, preserve CBD, heartbeat of Fairhope without unintended consequences. Good pieces in the ordinance. In addition, he recognized the titles of the girls that competed at the Alabama's State Track and Field Finals that were introduced by Coach Rogers Fairhope High School earlier at meeting: State Champion Addison Silvernail Senior St. Michael Catholic High Scholl cleared 11 feet in Pole Vault; State Champion Caroline Leford Senior Fairhope High School cleared 11 feet in Pole Vault; and Nyla Loukides Junior Fairhope High School 2nd Place tiebreaker Shot Put. Councilmember Booth commented that the citizens have been passionate about the vision of Fairhope. We are going to listen to you.

A Public Hearing was held as advertised at 416 Barclay Avenue that was found to be a dangerous building and in need for demolition, pursuant to Fairhope Code Ordinances, Section 7-92(a). Building Official Erik Cortinas gave brief on demolition and referenced Ordinance No. 1841 for immediate demolition as a dangerous building. Owners have been notified. Legal process sixty (60) days to demolition with resolution. Attorney Chris Williams noted a lien on property. Councilmember Booth inquired if anyone was living in home. Erik confirmed no one is living in home. Erik has contacted the two (2) brothers on ownership with legal permission. A permit will be issued to contractor. Councilmember Gammon inquired on timeline. Erik said we will get three (3) quotes and use the lowest quote. Councilmember Conyers addressed the community setup a Go Fund Me Account for prior tenant with no place to go. Attorney Chris Williams addressed the City had nothing to do with the Go Fund Me Account for tenant. He address the Notice of *Lis Pendens* is in place and fulfilled. Council can move forward with Building Official. Building Official Erik Cortinas statement of work is to tear down with undergrowth.

Council President Conyers opened and closed the Public Hearing at 7:13 p.m.

Councilmember Jack Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the Mayor and the Building Official are authorized to enter into a contract for the demolition of the Property with the not to exceed amount of $12,500.00 to commence within sixty (60) days of this Resolution; and that the Mayor, the Building Official, the City Attorney, and any other officials or employees acting under the direction of the Mayor are empowered to do such things as are necessary to carry out the demolition of the dangerous building on the Property and to otherwise carry out the purposes of this Resolution. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

9 March 2026

RESOLUTION NO. 5743-26

WHEREAS, the Building Official of the City of Fairhope, Alabama, pursuant to provisions of Article V Chapter 7 of the Fairhope Code of Ordinances has investigated a building which exists at 416 Barclay Avenue, Fairhope, Alabama 36532 (Tax Parcel ID Number 46-03-37-0-003-009.00) (the "Property") and has found the same to be a dangerous building within the meaning of Section 7-88 of said Code and a public nuisance and requiring remediation; and

WHEREAS, the said Building Official posted the required notice of the dangerous building as required by law and provided a copy of such notice to all persons listed on the Certificate of Service for the "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of *Lis Pendens*", a copy of which is on file in the office of the City Clerk, and which is incorporated by reference as though fully set forth herein; and

WHEREAS, the Building Official has presented to the City Clerk estimates associated with demolition of said building which includes labor and transport of demolition debris and clearing of undergrowth on the Property for a total cost not to exceed $12,500.00; and

WHEREAS, the property owner has stated a willingness to complete the demolition directly, but the Building Official wants to ensure the demolition proceeds in a timely manner within sixty (60) days.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the Mayor and the Building Official are authorized to enter into a contract for the demolition of the Property with the not to exceed amount of $12,500.00 to commence within sixty (60) days of this Resolution.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the Mayor, the Building Official, the City Attorney, and any other officials or employees acting under the direction of the Mayor are empowered to do such things as are necessary to carry out the demolition of the dangerous building on the Property and to otherwise carry out the purposes of this Resolution.

*

*

ADOPTED ON THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell moved to table indefinitely but in no case less than 60 days an Ordinance to Amend Ordinance No. 1253 - to consider the request from the City of Fairhope Planning and Zoning Department, for amendments to the City of Fairhope's Zoning Ordinance. (Introduced at the Regular City Council Meeting on February 19, 2026). Seconded by Councilmember Robinson, motion to table indefinitely but in no case less than 60 days passed by the following voice votes: AYE – Conyers, Burrell, Gammon, Robinson, and Booth. NAY - None.

Councilmember Burrell moved for final adoption of Ordinance No. 1858, an ordinance to amend Ordinance No. 1660 of the City of Fairhope, Alabama by Revision of Section 21-28; Specifically (i) Streetlights. (Introduced at the Regular City Council Meeting on February 19, 2026). Seconded by Councilmember Gammon, motion for final adoption passed by the following voice votes: AYE – Conyers, Burrell, Gammon, Robinson, and Booth. NAY - None.

Councilmember Burrell introduced in writing an ordinance to an Ordinance of the City of Fairhope, Alabama to protect the health, safety, and general welfare of the people, to extend the temporary suspension of consideration of certain residential Multiple Occupancy Project and Subdivision applications in the City of Fairhope and for other purposes. Councilmember Burrell moved suspend rules for immediate adoption. Seconded by Councilmember Gammon, motion passed by the following voice votes: AYE – Conyers, Burrell, Gammon, Robinson, and Booth. NAY – None.

Councilmember Burrell moved for final adoption of Ordinance No.1859, an ordinance of the City of Fairhope, Alabama to protect the health, safety, and general welfare of the people, to extend the temporary suspension of consideration of certain residential Multiple Occupancy Project and Subdivision applications in the City of Fairhope and for other purposes. (Introduced at the March 9, 2026 City Council Meeting by suspending rules for immediate adoption.) Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Conyers, Burrell, Gammon, Robinson, and Booth. NAY - None.

Councilmember Burrell introduced in writing an ordinance granting a Non-Exclusive Franchise to Fiber Utility Network Inc. d/b/a Alabama Fiber Network, its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama. Due to lack of a motion for immediate consideration, this ordinance will layover until the March 23, 2026 City Council meeting.

Councilmember Burrell introduced in writing an ordinance to granting a Non-Exclusive Franchise to Highstream Fiber Inc., its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama. Due to lack of a motion for immediate consideration, this ordinance will layover until the March 23, 2026 City Council meeting.

Councilmember Jack Burrell introduced in writing an ordinance to amend Chapter 4 of the Code of Ordinances of the City of Fairhope, Alabama to add Licensing of Consumable Hemp Products in the Corporate Limits and Police Jurisdiction of the City of Fairhope. Due to lack of a motion for immediate consideration, this ordinance will layover until the March 23, 2026 City Council meeting. Councilmember Gammon not in favor of ordinance no benefit for City of Fairhope General Welfare. Councilmember Burrell inquired if the ABC State License Board have tested products on shelves. Chief Stephanie Hollinghead to research.

Councilmember Gammon introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and accepts the Temporary Right-of-Entry and Construction Easement from the Fairhope Single Tax Corporation, Project: 2026-PWD 003 River Mill Park, City of Fairhope Parcel 05-46-06-14-0-000-001.57. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5744-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and accepts the Temporary Right-of-Entry and Construction Easement from the Fairhope Single Tax Corporation, Project: 2026-PWD 003 River Mill Park, City of Fairhope Parcel 05-46-06-14-0-000-001.57. Mayor Sullivan commented Fairhope Single Tax Corporation final plan playground.

Adopted on this 9th day of March, 2026

*

*

9 March 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution To award (Bid No. 26-012-2024-PWI-023) to RH Deas Building Co., LLC for Julwin's Plaza Project with a bid proposal not-to-exceed $432,398.14. Authorize Treasurer to transfer $82,398.14 in the FY2026 Budget from General Fund to Capital Projects Fund. Seconded by Councilmember Booth, motion passed unanimously by voice vote. Councilmember Gammon commented budget neutral, beauty impact, support downtown.

RESOLUTION NO. 5745-26

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 (Bid No. 26-012-2024-PWI-023) Julwin's Plaza Project for the City of Fairhope Public Works Department.

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

Please see attached Bid Tabulation for
Julwin's Plaza Project

[3] After evaluating bid proposals, with required bid specifications, Value Engineering (VE) was performed by the Project Architect and the City Engineer to reduce the award.

Base Bid (reduce Electric Contingency to $15,000.00: $402,366.09
5% Contingency of Reduced Base Bid: $20,118.30
Alternate 01 (Landscape Trees & Plants): Contractor will purchase plant materials out of Contingency and City will perform landscaping.
Alternate 02 (Sidewalk along Bancroft): $9,913.75
Total VE Bid Price with Alternate 2: $432,398.14

9 March 2026

The City Engineer recommends to award (Bid No. 26-012-2024-PWI-023) for Julwin's Plaza Project for the Fairhope Public Works Department to RH Deas Building Co., LLC with Total VE Bid Price with Alternate 2 with a not-to-exceed contract cost of Four Hundred, Thirty-Two Thousand, Three Hundred, Ninety-Eight Dollars and Fourteen Cents ($432,398.14).

ADOPTED ON THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Proposed Awarding to RH Deas

ITEM III
BID RESPONSE FORM

Date: 1 / 27 / 2026

Project: Julwin's Plaza Project **Bid No: 26-012-2024-PWI-023**

Bids Due: 2:00 P.M. Tuesday, January 20, 2026.

BASE BID					
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	
Mobilization	1	ls	16,570.00	16,570.00	
Traffic Control	1	ls	4,600.00	4,600.00	
Pedestrian Circulation / Signage	1	ls	2,986.00	2,986.00	
Geometric Controls	1	ls	9,650.00	9,650.00	
Site Demolition & Site Prep	5,000	sf	6.50	32,500.00	
Grading / Drainage	1	ls	7,635.00	7,635.00	
Concrete Curbing / Banding	1	ls	41,388.00	41,388.00	
Masonry Seat Walls	1	ls	31,298.00	31,298.00	
Masonry Planters	1	ls	99,825.00	99,825.00	
Columns & Fencing	1	ls	72,950.00	72,950.00	
Pavers & Base	1836	sf	22.00	40,392.00	
ADA Pavers & Base	37	sf	80.00	2,960.00	
Irrigation	1	ls	9,215.00	9,215.00	
Topsoil & Bed Prep per plans	1	ls	6,722.09	6,722.09	
Mulch / Straw	1	ls	4,175.00	4,175.00	
Site Furnishings	1	ls	4,500.00	4,500.00	
Electrical & Lighting - Contingency Fund	1	ls	$30,000.00	~~$30,000.00~~	$15,000.00
			BASE BID SUB TOTAL	~~417,366.09~~	$402,366.09
Reduce to 5%			~~15%~~ Contingency Allowance:	~~62,604.91~~	$20,118.30
			TOTAL BID FOR CONSTRUCTION COST	~~479,971.00~~	$422,484.39
~~**Alternate 1:** Landscape Trees & Plants.~~	~~1~~	~~ls~~	~~54,086.00~~	~~54,086.00~~	
Alternate 2: Sidewalk along Bancroft	515	sf	19.25	9,913.75	

Recommended NTE for Award of $432,398.14*

Alternate 1: Landscape Trees & Plants
Contractor shall provide a price for plant/tree materials and labor for installation on the Bid Form as part of Landscape Plant Material and Install Lump Sum Cost. All soil and soil amendments (per the plans) shall be included in the base bid.

Alternate 2: Sidewalk along Bancroft
The contractor shall provide a price for the demolition and installation of the sidewalk along Bancroft in the project area.

*GC will purchase plant materials out of contingency and PW (Horticulture) will perform landscaping

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.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope will contribute up to $30,846.00 in material costs (in delivered Class II Riprap) if the Song Grove Homeowners Association, Inc. performs the full Drainage Improvement and Repair Project pursuant to four reservations and conditions listed in the resolution. The City Council deems it to be in the best interest of the public to materially participate in said drainage improvements, up to the value of the public right-of-way improvements, within Cowpen Creek Watershed to protect public health, safety, and welfare of the public. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 5746-26

A RESOLUTION TO MATERIALLY PARTICIPATE IN A DRAINAGE IMPROVEMENT AND REPAIR PROJECT WITH SONG GROVE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Song Grove Homeowners Association, Inc. (HOA) is a duly incorporated Board representing the homeowners of Song Grove Subdivision located in the corporate limits of Fairhope, Alabama; and

WHEREAS, Song Grove Homeowners Association, Inc. is the responsible party for operations and maintenance of all stormwater management and conveyance systems within their common areas and dedicated easements; and

WHEREAS, conveyance channels within Song Grove Subdivision have degraded from stormwater runoff and begun to fail resulting in threats to the watershed and private lot owners within the subdivision; and

WHEREAS, the conveyance channels within Song Grove Subdivision are part of the larger Cowpen Creek Watershed that serves the eastern half of the City of Fairhope; and

WHEREAS, Song Grove Homeowners Association, Inc. has engaged a Design Professional and General Contractor to design and conduct repairs and improvements to the impacted and degraded channels; and

WHEREAS, the Board of Song Grove Homeowners Association, Inc. has requested the City of Fairhope to materially participate in the repairs and improvements of the degraded channels that are a vital component in the tributary of Cowpen Creek; and

WHEREAS, the project includes upstream and downstream inlet and outlet protection measures at the Public Road Crossings of Wittier and Pliska Streets which

are accepted, publicly maintained City streets and are the responsibility of the City of Fairhope to maintain; and

WHEREAS, the City Council deems it to be in the best interest of the public to materially participate in said drainage improvements, up to the value of the public right-of-way improvements, within Cowpen Creek Watershed to protect public health, safety, and welfare of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: Contribute up to $30,846.00 in material costs (in delivered Class II Riprap) if the Song Grove Homeowners Association, Inc. performs the full Project. The allowance is based on the equivalent "in-place" value of the riprap used to protect the channel crossings of the two public right-of-ways. If the costs are less, the amount contributed is to be the lesser amount.

Based on the following reservations and conditions:

1. The O&M of the Drainage System is the responsibility of Song Grove Homeowners Association, Inc.
2. This is not a City Project, and the City has no roles or responsibility in design, construction or project management – this is the sole responsibility of the Song Grove Homeowners Association, Inc.
3. Song Grove Homeowners Association, Inc. remains responsible for all current and future O&M of the drainage within their development
4. Song Grove Homeowners Association, Inc. shall provide a waiver and indemnification of the City of Fairhope from all aspects of connection to and liability from their drainage system, project and maintenance.

ADOPTED AND APPROVED THIS 9TH DAY OF MARCH 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Robinson 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 Goodwyn Mills Cawood, LLC (GMC) for Professional Architectural and Engineering Design Services for the interior restroom remodel at the James P. Nix Center (RFQ PS26-019) with a not-to-exceed contract amount of $13,275.00. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5747-26

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 Goodwin Mills Cawood, LLC (GMC) for Professional Architectural and Engineering Design Services for the interior restroom remodel at the James P. Nix Center (RFQ PS26-019) with a not-to-exceed contract amount of $13,275.00.

DULY ADOPTED THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution That the City of Fairhope approves the procurement of One (1) New/Unused (2027 Freightliner M2106 Plus, Cummins B6.7 240 HP Engine, Allison 2500 RDS Transmission with a Fleetco Flatbed Body) that is on Sourcewell with Empire Truck Sales, Inc.; and therefore does not have to be let out for bid. The total amount not-to-exceed $125,993.70. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5748-26

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

[1] That the City of Fairhope approves the procurement of One (1) New/Unused (2027 Freightliner M2106 Plus, Cummins B6.7 240 HP Engine, Allison 2500 RDS Transmission with a Fleetco Flatbed Body) that is on Sourcewell (Contract # 032824-DAI) with Empire Truck Sales, Inc.; and therefore does not have to be let out for bid. The

total amount not-to-exceed $125,993.70.

ADOPTED ON THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Robinson introduced in writing, and amended motion to table the following resolution for two (2) weeks, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Southern Engineering Solutions, Inc. for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main with a not-to-exceed contract amount of $1,055,000.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote. Councilmember Gammon requested Mayor Sullivan send comparison.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves to cancel (Bid No. 26-027-2026-WAT-007) Two Lime Slurry Systems City of Fairhope Treatment Plants 2 & 6; and authorize the re-bid of this project under Code of Alabama 1975, Section 41-4-138. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

RESOLUTION NO. 5749-26

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

[1] That the City Council approves to cancel (Bid No. 26-027-2026-WAT-007) Two Lime Slurry Systems City of Fairhope Treatment Plants 2 & 6; and authorize the re-bid of this project under Code of Alabama 1975, Section 41-4-138.

ADOPTED ON THIS 9TH DAY OF MARCH, 2026

*

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council authorizes the submission of an Alabama Coastal Area Management Program (ACAMP) grant to assist the Planning Department with developing stormwater/low impact development ordinances and authorizes Mayor Sherry Sullivan to sign all required grant application documents. The City will request $50,000.00 and will be required to do a 1:1 match of $50,000.00 (to be budgeted in FY2027) for a total project cost of $100,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5750-26

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

[1] That the Fairhope City Council authorizes the submission of an Alabama Coastal Area Management Program (ACAMP) grant to assist the Planning Department with developing stormwater/low impact development ordinance/s and authorizes Mayor Sherry Sullivan to sign all required grant application documents. The City will request $50,000.00 and will be required to do a 1:1 match of $50,000.00 (to be budgeted in FY2027) for a total project cost of $100,000.00.

ADOPTED ON THIS 9TH DAY OF MARCH, 2026

*

*

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS26-002) Natural Gas Engineering Consulting Services - Natural Gas System Leak-Prone Piping Restoration Project (Cast Iron Replacement - Phase III) to Magnolia River Services, Inc.; and hereby authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5751-26

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

[1] That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS26-002) Natural Gas Engineering Consulting Services – Natural Gas System Leak-Prone Piping Restoration Project to Magnolia River Services, Inc.; and hereby authorize Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC

9 March 2026

Assistant City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to approve the procurement of the renewal of the Munis Financial Database and associated programs from Tyler Technologies, Inc.; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15). The cost will not-to-exceed $159,145.21. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5752-26

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

[1] That the City of Fairhope has voted to approve the procurement of the renewal of the Munis Financial Database and associated programs from Tyler Technologies, Inc.; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15) "Contractual services and purchases related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures." The cost will not-to-exceed $159,145.21.

ADOPTED ON THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Gammon introduced in writing, moved for the adoption of the following resolution with amendment, a resolution that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and The City of Fairhope that shall be in effect for a five (5) year term beginning July 1, 2026 until June 30, 2031 with a five (5) year option at City Council discretion unless modified by joint legal agreement. Seconded by Councilmember Booth, motion

passed unanimously by voice vote. Councilmember Gammon concerned with length of contract. Council discussed and agreed to amend resolution to five (5) year term with a five (5) year option at City Council discretion unless modified by joint legal agreement.

RESOLUTION NO. 5753-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and The City of Fairhope that shall be in effect for a five (5) year term beginning July 1, 2026 until June 30, 2031 with a five (5) year option at City Council discretion unless modified by joint legal agreement.

Adopted on this 9th day of March, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution That the City Council hereby approves Maker's Market to execute a renewal of a one-year sublease with Hope Community for their outdoor market located in the "Parking Lot Area of the Property"; and must have a Certificate of Insurance naming the City of Fairhope as additional insured. Seconded by Councilmember Robinson, motion passed by voice vote. Councilmember Gammon abstained.

RESOLUTION NO. 5754-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves Maker's Market to execute a renewal of a one-year sublease with Hope Community for their outdoor market located in the "Parking Lot Area of the Property"; and must have a Certificate of Insurance naming the City of Fairhope as additional insured.

*

ADOPTED ON THIS 9TH DAY OF MARCH, 2025

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council hereby accepts the Gift of Furniture and Copier to the City of Fairhope being used in the Pecan Building from Vitale Care, LLC. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5755-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby accepts the Gift of Furniture and Copier to the City of Fairhope being used in the Pecan Building from Vitale Care, LLC.

Adopted on this 9th day of March, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes and selects Sherry Sullivan (Mayor) to be the Voting Delegate during the annual meeting of the Alabama League of Municipalities. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

RESOLUTION NO. 5756-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby authorizes and selects Sherry Sullivan (Mayor) to be the Voting Delegate during the annual meeting of the Alabama League of Municipalities.

ADOPTED THIS 9TH DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

City Council reviewed an application for a Special Events Retail License by Thomas Bratton McGregor, Bottles Up Mobile Inc. d/b/a Bottles Up Mobile, Apiary event on March 19-22, 2026 located at 85 N. Bancroft Street, Fairhope, Alabama 36532. Councilmember Booth moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Burrell moved to appoint Gustavo Bouaihi to the Library Board for a four (4) year term which will expire March 2030. Seconded by Councilmember Booth, motion passed by voice vote. Councilmember Gammon abstained. Councilmember Booth commented Gustavo is a good fit for position. Councilmember Gammon inquired on interview process of candidates and selection. Councilmember Burrell commented Gustavo has spoken at Council meetings in the past and would vote on him. Councilmember Conyers referenced Gustavo read every

book on the list and made suggestions, openminded. Attorney Marcus E. McDowell referenced boards having their own bylaws on application process.

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

1) Lee Verneuille, Walcott Adams Verneuille, 722 South Mobile Street, Fairhope Alabama, 36532. He thanked the Council for tabling Item No. 7 and offered support.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section Alabama Code 36-25A-7(a)(3) to discuss pending and potential litigation; and 36-25A-7(a)(7) to discuss matters of trade or commerce in which the entity is in competition with private entities. The approximate time to be in Executive Session is forty-five (45) minutes. Marcus E. McDowell stated there could be possible action taken after Executive Session. Councilmember Gammon moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Exited the dais at 7:36 p.m. Returned at 9:33 p.m.

Council President commented no further action to be taken. Councilmember Robinson moved to adjourn the meeting. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 9:34 p.m.

_____
James Reid Conyers, Jr., Council President

_____
Jenny Opal Wilson, CMC
Assistant 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 Chambers,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 9 March 2026.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Joshua Gammon, Jay Robinson, and Andrea Booth; Mayor Sherry Sullivan; City Attorney Marcus E. McDowell and City Attorney Chris Williams; and Assistant City Clerk Jenny Opal Wilson. City Clerk Lisa Hanks was absent.

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

The following topics were discussed:

The first item on the agenda was a presentation by Principal Jenny Davis of Fairhope West Elementary School on 3 Mil. Principal Davis provided an electronic video of the school's accomplishments and reported they received a ninety-nine (99) on State Report Card. She is proud of the City of Fairhope's support to Fairhope West Elementary School and all schools. The investment makes a difference with engagement, problem solving, and coaching in our classrooms. Councilmember Booth appreciates teaching the students communication skills. She noted that two of her grandsons go to Fairhope West Elementary School and received a perfect attendance with certificates. Council President Conyers addressed not much room for improvement, awesome, we are all proud. Councilmember Burrell said is was a source of pride to watch the video. Principal Davis reported Mayor Sherry Sullivan was in attendance at celebration. Principal Davis concluded with thanks.

The second item on the agenda was a presentation by Principal Tonya Harrelson and team of J. Larry Newton Elementary School on 3 Mil. Principal Harrelson provided a handout "JLN by the Numbers", attached to minutes. Principal Harrelson gave 3 Mil Funds Report that provided: Twelve (12) Positions – Seven (7) Additional Certified Teachers – One (1) STEAM Teacher, One (1) Reading/Instructional Coach, One (1) Math Coach, One (1) Intervention Coordinator, Three (3) Part Time Instructors; and 5 Support Staff Members – Five (5) Instructional Paras. Principal Harrelson introduced her team and they each gave brief: Laura Hunter, STEAM; Amanda Smtih, Intervention; Tonya Lynn, Instructional Coach; and Sarah Salte, Instructional Coach. Principal Harrison thanked Mayor Sullivan, Council, and the citizens of the City of Fairhope for the Twelve (12) new employees. She congratulated Principal Davis on their ninety-nine (99) on the State Report Card, and reported they received a ninety-nine (99) too. Councilmember Booth displayed a picture of Principal Harrelson with her grandson showing how passionate she is about her job, and addressed how much we appreciate her. Council President Conyers congratulated Principal Harrelson and team. Councilmember Burrell shared his source of pride. Principal Harrelson said the

thirty (30) years is an amazing win/win. Principal Harrelson concluded presentation with thanks.

The third item on the agenda was the E-Bike Ordinance by Police Chief Stephanie Hollinghead. Council President Jimmy Conyers pulled item, and moved to the next City Council Work Session on Monday, March 23, 2026.

The fourth item on the agenda was Committee Updates.

- Council Burrell reported a Fairhope Airport Authority Meeting for tomorrow evening, Tuesday, March 10th at 5:00 p.m. in the Council Chambers.
- Councilmember Gammon reported a Tree Committee meeting next month; and the Fairhope Environmental Advisory Board met last month for Special Called Meeting with good discussion, and will meet for a Regular Meeting this month on Friday, March 13th at 3:00 p.m. at the Fairhope Public Library. Councilmember Gammon thanked Director of Planning and Zoning, Hunter Simmons for presentation at last meeting.
- Councilmember Robinson reported a Fairhope Historic Preservation Commission Meeting on March 18th at 3:30 p.m. at the Fairhope Museum of History; and a Recreation Board Meeting at 5:15 p.m. at the Recreation Center. The Fairhope Historic Preservation Commission will have a revision to Ordinance to incorporate changes on CLG status that will be presented at future Work Session.
- Councilmember Booth reported a Pedestrian and Bicycle Committee meeting on Tuesday, March 3rd that there are big concerns of E-Bikes with kids recklessly riding and working on an ordinance. The E-Bike Ordinance will be on agenda for upcoming meeting. We are addressing the issue.
- Council President Conyers reported a Parking Authority Meeting on Tuesday, March 10th at 8:00 a.m. at the Fairhope Museum of History; and the Fairhope Public Schools Commission did meet on Wednesday, March 4th, and reported on utilization of the K1 money.

The fifth item on the agenda was Department Head Updates.

- Director of Information Technology, Jeff Montgomery addressed the City Council regarding Agenda Item No. 23; and answered any questions if needed. Jeff discussed a non-agenda item CivicPlus website for the next meeting. City Attorney Marcus E. McDowell was concerned with liability. Councilmember Gammon requested a comparison of current website and CivicPlus. Jeff will email agreement to Council for review.
- City Engineer, Richard Johnson addressed the City Council regarding Agenda Items No. 14, 15, 16, and 17; and answered any questions if needed.

- Revenue Officer and Magistrate, Jennifer Olmstead addressed the City Council regarding Agenda Items No. 11, 12, and 13; and answered any questions if needed. Councilmember Burrell asked if Greg Fender had reviewed the Items No. 11 and 12 Franchise Agreements, and Jennifer confirmed he had reviewed. Mayor Sullivan shared that on Item No. 13 we added language that after 2nd offense we would pull license and the State revokes at 3rd offense. Jennifer said all applications for licenses will come before Council for approval.
- Building Inspector, Erik Cortinas addressed the City Council regarding Items No. 6 and 7; and answered any questions if needed. Councilmember Gammon inquired on the process for demolition of property at 416 Barclay Avenue.
- Gas Superintendent, Wes Boyett addressed the City Council regarding Item No. 22; and answered any questions if needed. Councilmember Burrell inquired on 3rd phase with selection of Magnolia River Services, Inc.
- Interim Public Works Director, John Thomas, addressed the City Council regarding Item No. 18; and answered any questions if needed.
- Water and Wastewater Superintendent, Daryl Morefield addressed Items No. 19 and 20; and answered any questions if needed.
- Grants Coordinator, Nicole Love, addressed the City Council regarding Item No. 21; and answered any questions if needed. Nicole reported storm drains turned out phenomenal with partners, great project!
- Fire Chief, Chris Ellis addressed the Ribbon Cutting for Training Facility. Chief thanked Mayor Sullivan and Councilmember Booth and all that came out for event. Open House scheduled on April 18, 2026.

The sixth item added to agenda was Executive Session. At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the City Council Work Session and go into Executive Session based on Alabama Code 36-25A-7(a)(3) to discuss pending and potential litigation; and 36-25A-7(a)(7) to discuss matters of trade or commerce in which the entity is in competition with private entities. The approximate time to be in Executive Session is thirty-five (35) minutes. Councilmember Jack Burrell moved to adjourn meeting and go into Executive Session prior to Regular City Council Meeting. Seconded by Councilmember Jay Robinson, motion passed unanimously by voice vote. Exited the dais at 5:25 p.m.

There being no further business to come before the City Council, the was duly adjourned at 5:25 p.m.

James Reid Conyers, Jr.
Council President

Jenny Opal Wilson, CMC
Assistant City Clerk

JLN by the Numbers

733 Students
122 Employees
77 Certified Staff
45 Support Staff

J. LARRY NEWTON

3 Mil Funds

12 Positions:

- 7 Additional Certified Teachers
  - 1 STEAM Teacher
  - 1 Reading/Instructional Coach
  - 1 Math Coach
  - 1 Intervention Coordinator
  - 3 Part Time Instructors
- 5 Support Staff Members
  - 5 Instructional Paras

J. Larry Newton's Mission Statement

To educate and motivate students to become life-long learners and productive citizens.

Fairhope Public School Commission 3 Mil

J. Larry Newton Elementary

Tonya B. Harrelson, Principal
School Year: 2026-2027

Overview: The 3 Mil Commission provides funding designated for improving academics at J. Larry Newton Elementary. Below are the requested positions and items to enhance student learning and academic achievement.

Instructional Coach: Math Specialist (K-6)

- Provides professional development and coaching cycles for teachers.
- Leads the Math Professional Learning Community.
- Supports STEAM and Literacy Night initiatives.

Instructional Coach: Literacy & Technology Coach (Upper Grades)

- Specializes in literacy instruction and professional development.
- Supports the integration of technology in classrooms (eMINTS, Google Classroom).
- Leads Literacy Professional Learning Community and coaching cycles.

STEAM Lab Instructor

- Teaches and models STEAM lessons for teachers.
- Coordinates the use of the outdoor classroom and STEAM fair.
- Assists in the STEAM certification process and grant writing.

Intervention Teacher

- Provides extra reading and math support for struggling students.
- Organizes intervention schedules and groups.
- Leads the Intervention Professional Learning Community.

Instructional Paraprofessionals (5 Positions)

- Supports academic instruction and behavior interventions.
- Works with small groups and individual students to close learning gaps.

Part-Time Interventionists (Reading & Math Instructors: 3 Positions)

- Offers additional support in reading and math intervention groups.

Conclusion

These funding requests are designed to enhance academic performance, provide targeted support for students, and strengthen instructional practices within J. Larry Newton Elementary.

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-621

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	Public Hearing — Application for Package Store License by Walmart Inc., d/b/a Walmart Liquor Box #4333, 10044 County Road 48, Fairhope, AL 36532,
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

03/11/2026, 03/18/2026

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026

STATE OF ALABAMA NOTARY PUBLIC
AMBER KIMBLER
My Commission Expires
April 11, 2026

Sworn and subscribed to on 03/18/2026.

WALMART INC. DBA WALMART LIQUOR
Acct#: 1006921
Ad#: 366669
LL: Walmart Liquor Box App#276820260226114649966128
Amount of Ad: $100.00
Legal File# Walmart Liquor

NOTICE OF PUBLIC HEARING PENDING APPLICATION FOR APPROVAL OF ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE.

Notice is hereby given that Walmart Inc. doing business as Walmart Liquor Box #4323 located at 10044 County Road 48, Fairhope, AL 36532 has made application to the Fairhope City Council to approve the issuance of a Package Store License by the Alabama Alcoholic Beverage Control Board and that the 23rd day of March, 2026 at 6:00 p.m. or directly after the City Council Work Session has been set for the hearing thereof at the Fairhope City Council meeting, 161 North Section Street, City Administrative Building. Any interested persons may appear at said time and place and be heard for or against the granting of such approval.

Lisa A. Hanks, MMC
City Clerk
March 11-18, 2026

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

ALCOHOLIC BEVERAGE LICENSE APPPLICATION

JAN 13 '26 PM 1:52

PLEASE PRINT

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

APPLICANT'S NAME Sarah Little - Assistant Secretary SSN# ____ ____ ____

AGE ____ DATE OF BIRTH ____ PLACE OF BIRTH Blytheville, AR

MAILING ADDRESS 1 Customer Dr MS: 0500, Bentonville , AR 72716-0500

HOME # ____ WORK # ____

CELL # ____ FAX # NA

RESIDENCE ADDRESS ____

NO.YEARS AT PRESENT ADDRESS 4 NO.YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 3057 N Elizabeth Ave Fayetteville AR 72703

NAME AND ADDRESS OF BUSINESS Walmart Inc. dba Walmart Liquor Box #4333
10044 County Road 48, Fairhope, AL 36532

NAME OF CORPORATION Walmart Inc. dba Walmart Liquor Box #4333

BUSINESS LOCATION 10044 County Road 48, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes
All over United States for Walmart/Sam's Club
IF SO, WHERE ____ UNDER WHAT NAME Sarah Little

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE NA

WHEN NA WHAT WAS CHARGE NA

DISPOSITION NA

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Gulf Distributing	270 Beauregard St, Mobile, AL 36603	
United Johnson Brothers	6000 Greenwood Pkwy Suite 100. Bessemer, AL 35022	
Budweiser Busch Distributing	1050 East Interstate 65 Service Rd N, Mobile, AL 36617	

City of Fairhope
Alcoholic Beverage
License Application
Page –2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

X **011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **140 - SPECIAL EVENTS LICENSE**

_____ **160 - SPECIAL RETAIL LICENSE** – More than 30 days

_____ **040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.

_____ **050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.

_____ **060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.

_____ **070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.

_____ **100 - WINE WHOLESALER LICENSE**

_____ **210 - WINE IMPORTER LICENSE**

_____ **200 - WINE MANUFACTURER LICENSE**

_____ **240 - NON-PROFIT TAX EXEMPT LICENSE**

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

Scott
SIGNATURE (FULL NAME)

JAN 06 2026
DATE

NOT APPROVED _____ DATE _____
Chief of Police

APPROVED _____ DATE 2/27/26
Chief of Police

NOT APPROVED
B Y COUNCIL _____ DATE _____
City Clerk

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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

INCORPORATION MEMBERS

Applicant: Walmart Inc. d/b/a/ Walmart Liquor Box #4333

The following persons have a proprietary of profit interest in this business: (not needed for corporations whose stock is traded on a recognized stock exchange) Publically traded on the NYSE

Name PLease see attached list Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

President & CEO

Carl Douglas McMillon Maiden Name N/A

Social Security Number

Driver's License

Date of Birth

Date of Position **2/1/2014**

Place of Birth **Memphis, Tennessee**

Work Address **702 SW 8th Street**
Bentonville, AR 72716

Work Phone

Home Address

Home Phone

Assistant Treasurer

Matthew William Allen Maiden Name N/A

Social Security Number

Driver's License

Date of Birth

Date of Position **6/1/2008**

Place of Birth **Jonesboro, Arkansas**

Work Address **702 SW 8th Street**
Bentonville, AR 72716

Work Phone

Home Address

Home Phone

SVP, Walmart US & Sam's Club Compliance

Emma Jane Waddell Maiden Name N/A

Social Security Number

Driver's License

Date of Birth

Date of Position **9/1/2019**

Place of Birth **Malvern, England**

Work Address **702 SW 8th Street, Bentonville, AR 72716**

Work Phone

Home Address

Home Phone

Walmart Inc.

These officers / directors own less than 1% stock of Walmart Inc., a public corporation.

These officers / directors are those designated with authority for all licensing matters and serve in the capacity as listed above for Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Wal-Mart Louisiana, LLC, Wal-Mart Stores Texas, LLC.

WSE Management, LLC and WSE Investment, LLC own the limited and general partnership interest in Wal-Mart East, LP.

WSE Management, LLC General Partner 1%
WSE Investment, LLC Limited Partner 99%

None of the listed officers have ever been convicted of a felony.

Assistant Secretary

Sarah Catherine Little Maiden Name

Social Security Number

Driver's License

Date of Birth

Date of Position 10/1/2021

Place of Birth Blytheville, AR

Work Address 702 SW 8th Street, Bentonville, AR 72716

Work Phone

Home Address

Home Phone

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-729

FROM:	Jennifer Olmstead, Revenue Manager
SUBJECT:	An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Fairhope, Alabama to add Licensing of Consumable Hemp Products in the Corporate Limits and Police Jurisdiction of the City of Fairhope.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council adopts an Ordinance for City of Fairhope Consumable Hemp Products.

BACKGROUND INFORMATION:

WHEREAS, pursuant to Title 11, Chapter 51, Article 2 of the Code of Alabama, 1975, municipalities are granted the authority to license and tax businesses operating within their jurisdiction; and

WHEREAS, pursuant to Title 28, Chapter 12 of the Code of Alabama, 1975, consumable hemp products are eligible for sale in the state by retailers licensed by the alcohol beverage board upon approval by the local governing body of the county or municipality in which the licensee's facility is located; and

WHEREAS, the City of Fairhope desires to establish a license fee for consumable hemp products, in accordance with current state law.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF FAIRHOPE, ALABAMA TO ADD LICENSING OF CONSUMBALE HEMP PRODUCTS IN THE CORPORATE LIMITS AND POLICE JURSDICTION OF THE CITY OF FAIRHOPE

WHEREAS, pursuant to Title 11, Chapter 51, Article 2 of the Code of Alabama, 1975, municipalities are granted the authority to license and tax businesses operating within their jurisdiction; and

WHEREAS, pursuant to Title 28, Chapter 12 of the Code of Alabama, 1975, consumable hemp products are eligible for sale in the state by retailers licensed by the alcohol beverage board upon approval by the local governing body of the county or municipality in which the licensee's facility is located; and

WHEREAS, the City of Fairhope desires to establish a license fee for consumable hemp products, in accordance with current state law;

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

SECTION 1. Definitions.

Words and phrases used in this article, and not herein specifically defined, and which are specifically defined in Title 28, Code of Alabama 1975, as amended, unless the context plainly shows a different meaning, shall be given the meaning ascribed to them in said Title 28.

a. **"City"** shall mean the City of Fairhope, an Alabama municipal corporation.

b. **"Person"** shall include every individual, partnership, limited liability company, association, limited liability partnership, or other form of organization engaged in any for-profit or not-for-profit activity.

c. **"Consumable Hemp Product"** shall mean and have the same meaning as the term is defined in Section 28-12-2, Code of Alabama 1975

d. **"Retailer"** shall mean any person or business entity who sells consumable hemp products to individual consumers or to the end-user, whether from a storefront or online, and regardless of location.

e. **"License"** shall mean an annual license issued by the City for the privilege of selling consumable hemp products.

SECTION 2. License – Required for each place of business.

No person shall engage in business as a retailer of consumable hemp products in the corporate limits of the City or within the police jurisdiction thereof, without first obtaining a license to conduct such business.

SECTION 3. Application.

The City council shall prescribe the form of application for such license. All persons making application for consumable hemp products shall request the City Council to set down for hearing the application not more than thirty (30) days after the date of the next regular council meeting after receiving such application.

SECTION 4. Operating without a license.

Any person not buying an appropriate license prior to the commencement of business, shall be guilty of a misdemeanor and, if found guilty by a court of competent jurisdiction, shall be fined not less than fifty dollars ($50.00), nor more than the limit established in section 1-8, and each day that said license has not been purchased shall be a separate offense.

SECTION 5. Licenses nontransferable; separate license; display of license.

Licenses shall be non-transferable; and each place of business shall require a separate license. License is to be posted in a conspicuous place at or in the place for which the same was issued.

SECTION 6. License fees imposed – in City.

Each person desiring to engage in the retail sale of consumable hemp products in the City and/or in its police jurisdiction must first obtain a license from the City under the applicable category:

- *Specialty Retailer of Consumable Hemp Products.* There is hereby established an annual license fee for a specialty retailer of consumable hemp products in the amount of one thousand dollars ($1,000.00) as licensed by the alcohol beverage board.
- *Retail Food Store Consumable Hemp Products.* There is hereby established an annual license fee for a retail food store consumable hemp product in the amount of one thousand dollars ($1,000.00) as licensed by the alcohol beverage board.

SECTION 7. License fees imposed – in police jurisdiction.

Any person, firm, association, or corporation engaged in any business outside the City limits but within the police jurisdiction shall pay one-half (½) of the amount of the license imposed for like license.

SECTION 8. License fees imposed – No reduction, proration or rebate of license fee.

No reduction or proration of license fee shall be allowed on account of not commencing business on the first day of January, nor shall any rebate be allowed upon revocation, suspension, or surrender of such license before the expiration thereof.

SECTION 9. Failure to File or Submitting False Statements.

It shall be unlawful for any person who is required to file statements with the City to fail or to omit to file such statements as herein provided, and it shall also be unlawful to make false statements or to fail to pay the license fee, and each day after which said statements or payments were due shall be a separate offense and the person violating any such provision shall, upon conviction, be punished as provided in section 1-8. The City may also without notice, revoke the license for sale of consumable hemp products by the licensee on failure to file said statement and make payments when due.

SECTION 10. Payment Deadlines and Penalties.

License fees are due annually by January thirty-first each year. If the licensee fails to pay on or before January thirty-first of each year, there shall be an assessed penalty of fifteen (15) percent of the license fee imposed. There shall be assessed a penalty of thirty (30) percent of any license fee required to be paid if the license fee and any assessed penalties are not paid within thirty (30) days of the due date prescribed in the preceding sentence. Such penalties shall not be cumulative. Any license fee not paid by April first shall be viewed as operating without a license and shall be punishable as section 4. All delinquent licenses and penalties shall also be charged an interest rate pursuant to §40-1-44 Code of Alabama 1975.

SECTION 11. Penalties for Violations.

Any person who is in violation of the Alcohol Beverage Control Board regulations shall be fined $500.00 (five hundred dollars) upon the first violation. Upon the second violation an additional $500.00 (five hundred dollars)shall be fined and the City Council may revoke their license to sell Consumable Hemp products.

Any person violating any of the provisions of this article shall, upon conviction, be punished by a fine not to exceed $500.00 for each offense, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, pursuant to the Section 1-8, Code of the City of Fairhope, Alabama with each day constituting a separate offense.

SECTION 12. Severability

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

SECTION 13. Effective Date

This ordinance shall become effective following its adoption and lawful publication.

ADOPTED AND APPROVED THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 23RD DAY OF MARCH, 2026

_____
Sherry Sullivan, Mayor

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-727

FROM:	Lisa Hanks, CITY CLERK Jennifer Olmstead, Revenue Manager
SUBJECT:	An Ordinance granting a Non-Exclusive Franchise to Fiber Utility Network Inc. d/b/a Alabama Fiber Network, its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council adopts an Ordinance granting a Non-Exclusive Franchise to Fiber Utility Network Inc. d/b/a Alabama Fiber Network, its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama.

BACKGROUND INFORMATION:

This agreement has been approved by Consultant Greg Fender.

Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Four Thousand Dollars ($4,000.00) made payable to the City of Fairhope, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO FIBER UTILITY NETWORK INC. D/B/A ALABAMA FIBER NETWORK, ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE") FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC INFRASTRUCTURE NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF FAIRHOPE, ALABAMA

WHEREAS, the City of Fairhope, Alabama ("Municipality" or "City") has jurisdiction over the use of public rights-of-way in the City in which it now or hereafter holds any property interest, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public utility easements, dedicated utility strips, and rights-of-way dedicated for compatible uses now or hereafter held by City (but excluding City parks or recreation areas)("**Public ROW**"); and

WHEREAS, ("the Franchisee") desires to construct install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in the City ("**Customers**"); and

WHEREAS, the Franchisee has requested a franchise from the City in order to construct and maintain a fiber-optic infrastructure network within the corporate limits of the City; and

WHEREAS, the City Council wishes to accommodate the Franchisee's request and grant a franchise to allow Franchisee to construct and maintain a fiber-optic infrastructure network in accordance with the terms and conditions contained herein.

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

DEFINED TERMS

A. "Broadband Services" means the transmission of information using optical fiber including without limitation internet services.

B. "City" means the City of Fairhope, Alabama.

C. "Code" means the City of Fairhope, Alabama Municipal Code of Ordinances, as may from time to time be amended.

D. "Franchisee" means Fiber Utility Network, Inc. d/b/a/ Alabama Fiber Network and its successors and assigns.

E. "Governing Body" or "City Council" means the City Council of the City of Fairhope, Alabama.

F. "Gross Revenues" means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that is received or accrued by Franchisee from Franchisee's provision of Broadband services within the City with a deduction for Franchisee's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure.

Notwithstanding the foregoing, Gross Revenue shall not include any taxes on Broadband services furnished by Franchisee that are imposed by any City, state, or other governmental unit and collected by Franchisee for such governmental unit.

G. "Network Facilities" means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities

H. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

I. "Use Fee" means the fee paid by the Franchisee to the City for locating, maintaining and operating Network Facilities in the Rights-of-Way for the provision of Broadband Services.

AGREEMENT

In consideration of the mutual promises made below, the City and Franchisee agree as follows:

1. Permission to Use and Occupy.

1.1 Permission to Use and Occupy Public ROW. Municipality grants Franchisee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee's use of any other Municipality property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.

1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to Municipality's valid authority under the State of Alabama (at times, herein "State") and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

1.3 Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4 Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5 No Grant of Property Interest. The License does not grant or convey any property interest.

1.6 Non-Exclusive. The rights granted to Franchisee pursuant to this Agreement are non-exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use the Public ROW for similar or different purposes allowed Franchisee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Franchisee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Municipality in the performance of its various functions, and thereafter, as between Franchisee and other franchisees and permit holders, as determined by Municipality in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Franchisee pursuant to this Agreement.

1.7 Backup Power. Franchisee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Network Facilities without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gasses. Municipality hereby grants Franchisee approval to use backup power generating devices, including devices with permanent or semipermanent internal combustion engines, at its network hut sites and inside buildings or on land owned by Franchisee subject to the specific conditions provided for in the network hut leases entered into between Franchisee and Municipality for the use of land owned by Municipality, and any applicable building code requirements.

1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Franchisee to alter the manner in which Franchisee attaches equipment to the poles, if any poles are allowed by Municipality, or alter the manner in which it operates and maintains its equipment.

2. Franchisee's Obligations.

2.1 Individual Permits Required. Franchisee will obtain Municipality's approval of required individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Franchisee will pay all lawful permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.

2.2 Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.

2.3 Compliance with Laws. Franchisee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work. Franchisee shall comply in all respects with all applicable codes. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.

2.4 Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5 No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6 No Burden on Public ROW; Minimum Interference. Franchisee shall not erect, install, construct, repair, replace or maintain the Network Facilities in such a fashion as to unduly burden the present or future use of the Public ROW. The Network Facilities shall be erected and maintained by Franchisee so as to cause the minimum interference with the use of the Public ROW and with the rights or reasonable convenience of property owners who adjoin any of the Public ROW. Additionally, prior to entering onto private property or right-of-way to construct, operate, or repair its System, Franchisee shall take photographs of the location of the area to be disturbed and also give the person residing on or using the property adequate notice that it intends to work on the property, a description of the work it intends to perform, and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents, and users. A door hanger detailing the aforementioned information and attached to the front door of the premises at least forty-eight (48) hours prior to commencement is required. Also, temporary signage listing the name of the company contracting installation and contact information therefor shall be installed at the entrance to any road that leads to the work area. Such signage must be placed at least forty-eight (48) hours prior to commencement of work and must include print at least 6-inches in height in order to be easily seen from the road. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Municipality approval through the applicable permitting process.

2.7 Limitation on Franchise Rights. Except as may otherwise be agreed upon in writing by Municipality and Franchisee, the rights granted to Franchisee herein do not include the right to (i) excavate in, occupy or use any Municipality park, recreational areas or other Municipality property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any Municipality-owned property or facilities or structures other than Public ROW, including without limitation light poles, towers, buildings and trees. The use of such Municipality-owned property or facilities by Franchisee shall be considered by Municipality on a case-by-case basis and may be subject to payment of additional compensation to Municipality. Similarly, the rights granted herein by Municipality to Franchisee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Municipality and situated in the Public ROW. It shall be the responsibility of Franchisee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

2.8 Preconstruction Meetings. Franchisee shall attend all reasonably necessary preconstruction meetings as mutually agreed with Municipality.

2.9 Restoration of Property. Franchisee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Municipality, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance or removal of the Network Facilities to at least as good condition as that which existed prior to the disturbance if such damage is directly caused by Franchisee's Work and no other Person (other than Franchisee's personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Franchisee's restoration work shall start promptly but not more than thirty (30) days from Franchisee being notified of the problem in question. Upon the failure of Franchisee to effect such repair or restoration, Municipality may charge a penalty of One Hundred and No/100 Dollars ($100.00) per day for each day, such failure continues or Municipality may perform the necessary work, and Franchisee shall promptly reimburse Municipality for Municipality's actual, reasonable, and documented costs in connection with such repair or restoration plus twenty percent (20%).

2.10 Emergency Notification. Franchisee shall provide Municipality throughout the Term of the Franchise with a twenty-four (24) hour emergency telephone number at which a representative of Franchisee (not voicemail or a recording) can be accessed in the event of an Emergency.

2.11 Duty to Underground. It is the policy of Municipality to have lines and cables placed underground to the greatest extent reasonably practicable, as determined by the Municipality. In furtherance of this policy, Franchisee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as determined by the Municipality, provided however the Franchisee's network hut sites may be above ground.

2.12 Discontinuance and Removal of the Network Facilities. Upon the revocation, termination, or expiration of this Agreement, unless an extension is granted by Municipality in its discretion, Franchisee shall discontinue the provision of Services and all rights of Franchisee to use the Public ROW for the provision of Services shall cease. Franchisee, at the direction of Municipality, shall remove any portion of the Network Facilities and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Franchisee and Municipality, such Network Facilities may be abandoned in place or transferred to Municipality. This Section 2.12 shall not apply to facilities constructed and owned by the Franchisee or an Affiliate of Franchisee, where such facilities are used by Franchisee or such Affiliate to lawfully provide other services. No surety on any right-of-way bond ("**ROW Bond**") nor any letter of credit shall be discharged until Municipality has certified to Franchisee in writing that the Network Facilities has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

2.13 Tree Trimming. Franchisee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Franchisee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal

property shall have the prior approval of Municipality and shall be done under the direction of the Municipality's horticulturist, or in the event that office is vacant, the Municipality's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the property owner. All trimming shall be done at the expense of Franchisee. Franchisee is responsible for the removal and disposal of any limbs and debris from their tree trimming operation.

2.14 Location of Facilities. Franchisee shall keep accurate, complete, and current maps and records of the Network Facilities and all Franchisee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Municipality, as set forth below.

2.14.1 Franchisee shall furnish "as-built" maps and records to Municipality in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the Parties). Franchisee shall provide Municipality copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Municipality in an emergency, Franchisee, as soon as reasonably practicable, shall inform Municipality of any changes from such maps and records previously supplied and shall mark up any maps provided by Municipality so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and facility routings and shall be drawn to scale.

2.14.3 Municipality agrees that Franchisee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

2.15 Utility Notification Program. Franchisee shall comply with applicable state and local utility location and notification laws.

2.16 Inspection by Municipality. Network Facilities shall be subject to inspection by Municipality to the extent reasonably requested by Municipality and reasonably necessary to assure compliance by Franchisee with the terms of this Agreement. Municipality shall inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Franchisee; provided, however, the inspection shall not interrupt or interfere with any services provided by Franchisee.

2.17 Franchise Fee. As consideration for the use of the City's Public ROW as set forth in this Agreement, the Franchisee shall pay the City a Use Fee of five percent (5%) of its Gross Revenues collected by the Franchisee during each calendar year of operation under this agreement based on unaudited financials. The Franchisee will pay the Use Fee collected from its Customers for the Broadband Services annually, within forty-five (45) days of the close of Franchisee's fiscal year, which ends December 31. Each Use Fee payment shall be accompanied by a certified report from a representative of the Franchisee, which shows the basis for the computation of all recurring monthly Broadband Service charges from the provision of Broadband Services to Persons located within the City limits during the

Franchisee's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid, Franchisee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1). If the Franchisee does not provide Broadband Services to Customer(s) within the municipal boundaries of the City, then the Franchisee shall pay the City annually (19¢) per linear foot for the use of the City's Public ROW once the fiber is lit and carrying traffic commercially. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Franchisee's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Franchisee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Franchisee for a minimum period of six (6) years. For failure to provide data, documents, reports or information or to cooperate with Municipality during an audit as provided herein, the penalty shall be Two Hundred Fifty and No/100 Dollars ($250.00) per day for each day, or part thereof, such failure occurs or continues.

3. Municipality's Obligations.

3.1 Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. Municipality will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2 Relocation to Accommodate Governmental Purposes. If Franchisee's then- existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Municipality, Franchisee will, upon written notice from Municipality, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Franchisee to relocate or remove its Network Facilities with less than ninety (90) days' notice. Upon the failure of Franchisee to relocate any Network Facilities

within a reasonable period of time in accordance with this subsection, Municipality may effect such relocation, and Franchisee shall promptly reimburse Municipality for all actual, reasonable, and documented costs and expenses incurred by Municipality in connection with such relocation.

3.3 Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities.

3.4 Non-Discrimination. Any agreements between Municipality and Franchisee that provide Franchisee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those Municipality provides Franchisee for the same access.

4. Contractors and Subcontractors.

4.1 Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2 Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.

4.3 Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Municipality on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**"). Municipality will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

5.1 Indemnification. Franchisee shall indemnify, defend, and hold harmless Municipality, and governmental subdivisions thereof, and its respective City Council members, officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys) arising from any third-party claim of personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act or omission of Franchisee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Franchisee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation ("**Third Party Legal Proceeding**"). Franchisee's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Franchisee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).

5.2 Assumption of Risk. Franchisee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public ROWs.

5.3 Defense of indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnitees upon written notice from Municipality in accordance with Section 5.4 hereof, Franchisee shall, at Franchisee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

5.4 Notice, Cooperation and Expenses. Municipality must give Franchisee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Municipality becomes aware of the Third-Party Legal Proceeding. Municipality shall reasonably cooperate with Franchisee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Municipality from appointing its own noncontrolling counsel at Municipality's sole cost and expense.

6. ROW Bond. Within thirty (30) days of the Effective Date, Franchisee shall provide Municipality with, and shall maintain, a ROW Bond from a surety company in the amount of One Hundred Thousand Dollars ($100,000) and in a form reasonably acceptable to Municipality, as security for the faithful performance by Franchisee of the provisions of this Agreement.

6.1 The rights provided Municipality by this Section and its bond are in addition to all other rights of Municipality whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights Municipality may have, except that Municipality shall not be entitled to multiple remedies for the same violation.

7. Insurance.

7.1 Franchisee will carry and maintain:

7.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

7.1.2 Workers' Compensation insurance with policy limits not less than the Municipality's requirements.

7.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be provided to the City Clerk with Franchisee's acceptance of this Franchise. Franchisee shall annually provide Municipality with a certificate of insurance evidencing such coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

7.3 **Contractors.** Franchisee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Franchisee policies). Franchisee's contractors and subcontractors shall provide Municipality with certificates of insurance evidencing such coverage when applying for permits to work in the Public ROW.

7.4 **Insurance Primary.** Franchisee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Franchisee and for whom Franchisee is responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Franchisee's insurance and shall not contribute to it (where "insurance or self- insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

8. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law ("**Effective Date**"). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein.

9. **Termination.**

9.1 Termination by Municipality. Municipality may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Municipality must first provide Franchisee written notice of the breach and not less than ninety (90) days to cure, unless the cure cannot be reasonably accomplished in that time period, in which case the Municipality may in its discretion grant Franchisee additional time upon the request of Franchisee, provided that Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue, provided further if such period is anticipated to, or does, extend more than ninety (90) days, it shall be in the sole discretion of the Municipality whether to grant such cure extension beyond ninety (90) days. No termination under this subsection will be effective until the relevant cure period has expired.

9.2 Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon ninety (90) days' written notice to Municipality. Franchisee may not abandon its Network or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the Fiber Optic Infrastructure Network.

10. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

10.1 Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

11. **Notice.** Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

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

City of Fairhope, Alabama
ATTN: MAYOR
161 North Section Street
City of Fairhope, Alabama 36532

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

Fiber Utility Network, Inc. d/b/a Alabama Fiber Network
103 Jesse Samuel Hunt Blvd.
Suite 203
Prattville, Alabama 36066
Attn: President

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

12. **General Provisions**

12.1 Franchise Records. Franchisee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Municipality shall have the right to obtain, in the format kept by Franchisee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Franchisee is in compliance with this Agreement. Franchisee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Municipality.

12.2 Entire Franchise. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Broadband Services are merged herein and hereby superseded.

12.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Broadband Services or the Network Facilities during the Term hereof.

12.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the Circuit Court of Baldwin County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

12.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Municipality may waive any obligation of Franchisee under this Agreement, in whole or in part, at any time, but such waiver must be in writing, and signed by the Municipality's Mayor or designee.

12.6 Independent Contractor Relationship. The relationship of Franchisee to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

12.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.

12.8 Captions. All captions are for convenience of use and have no substantive effect.

12.9 Franchise Accepted. Franchisee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in this Agreement or the Ordinance, or both.

12.10 Binding Agreement. Subject to Section 2.3, the parties agree that this Agreement complies with State and Federal law as of the Effective Date and agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement.

12.11 Other Covenants. Franchisee for itself and its Affiliates covenants that Franchisee and its Affiliates shall not bring or support, directly or indirectly, any suit, claim, or proceeding (judicial or administrative) challenging any term of this Agreement or contending that Municipality or Franchisee did not have the authority to impose or agree to such terms.

12.12 Reserved Rights. Municipality reserves all rights and powers under (i) its police powers and (ii) powers conferred by Federal, State, or local law of which Municipality may not legally and contractually divest itself. In particular, Municipality reserves the right to alter, amend or repeal its municipal code as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest; provided that any such alteration, amendment or repeal shall be applicable to all similarly situated franchisees of the Municipality, in such a manner and to such an extent so as not to place Franchisee at a material competitive disadvantage. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Franchisee's rights and obligations under this Agreement, the Municipality will provide Franchisee with reasonable advance notice of such pending amendment and, upon written request of Franchisee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended municipal code provisions would have on Franchisee's performance under this Agreement. Municipality agrees that by accepting this Agreement, Franchisee has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers.

12.13 City Representative. The Mayor or designee as provided in writing by the Mayor to the Franchisee (the "City Representative"), shall be Municipality's representative for all purposes of this Agreement. Except where City Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Municipality required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Municipality by the Mayor, or designee.

12.14 Authority. Franchisee represents, covenants and warrants to Municipality as of the Effective Date that: (a) Franchisee is duly constituted, in good standing and qualified to do business in the State of Alabama, (b) Franchisee will file when due all forms, reports, fees and other documents necessary to comply with applicable laws, and (c) the signatories signing on behalf of Franchisee have the requisite authority to bind Franchisee pursuant to Franchisee's organizational documents.

12.15 Publication. This Franchise shall be published in accordance with applicable local and state law and Grantee, shall pay the reasonable cost of any required publication of this Franchise.

12.16 Acceptance. Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Four Thousand Dollars ($4,000.00) made payable to the City of Fairhope, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise.

SIGNATURE PAGE TO FOLLOW

ADOPTED AND APPROVED THIS 23RD DAY OF MARCH, 2026

CITY OF FAIRHOPE, ALABAMA

BY:

_____
James Reid Conyer, Jr.
Title: Council President

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

FIBER UTILITY NETWORK, INC.

BY:

_____
Terry Metze
Title: Chief Executive Officer

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

Alabama Fiber Network.

382 Leavell Circle Suite C
Montgomery, Alabama 36117

City of Fairhope
Attn: Mayor
P.O. Drawer 429
City of Fairhope, AL 36533

Dear Mayor Sullivan:

In accordance with Section 4.3 of the Broadband Services Franchise Agreement dated [redacted] between City of Fairhope, Alabama and Alabama Fiber Network, hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications on behalf of the Franchisee.

1 . Mike Wise, VP Operations & Construction
2. Tina Stewart, Sr. Director of Project Management
3. Sheryl Kilgore, CFO
4. Terry Metze, CEO

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

Terry Metze., CEO
Alabama Fiber Network

Fairhope AL - Alabama Fiber Network Draft Document 2-3-26

Final Audit Report 2026-02-20

Created:	2026-02-20
By:	Tina Stewart (tstewart@alabamafibernetwork.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgpc1Fz2xcPK8fXxv1_CpWYh1uUo8iiWM

"Fairhope AL - Alabama Fiber Network Draft Document 2-3-26" History

Document created by Tina Stewart (tstewart@alabamafibernetwork.com)
2026-02-20 - 3:38:36 PM GMT

Document emailed to Terry Metze (tmetze@alabamafibernetwork.com) for signature
2026-02-20 - 3:38:41 PM GMT

Email viewed by Terry Metze (tmetze@alabamafibernetwork.com)
2026-02-20 - 3:52:26 PM GMT

Document e-signed by Terry Metze (tmetze@alabamafibernetwork.com)
Signature Date: 2026-02-20 - 3:53:22 PM GMT - Time Source: server

Agreement completed.
2026-02-20 - 3:53:22 PM GMT

Alabama Fiber Network | Powered by Adobe Acrobat Sign

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-728

FROM:	Lisa Hanks, CITY CLERK Jennifer Olmstead, Revenue Manager
SUBJECT:	An Ordinance granting a Non-Exclusive Franchise to Highstream Fiber Inc., its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council adopts an Ordinance granting a Non-Exclusive Franchise to Highstream Fiber Inc., its successors and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama.

BACKGROUND INFORMATION:

This agreement has been approved by Consultant Greg Fender.

Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Two Thousand Dollars ($2,000.00) made payable to the City of Fairhope, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO HIGHSTREAM FIBER INC., ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE") FOR THEPURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC INFRASTRUCTURE NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF FAIRHOPE, ALABAMA

WHEREAS, the City of Fairhope, Alabama ("Municipality" or "City") has jurisdiction over the use of public rights-of-way in the City in which it now or hereafter holds any property interest, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public utility easements, dedicated utility strips, and rights-of-way dedicated for compatible uses now or hereafter held by City (but excluding City parks or recreation areas)("**Public ROW**"); and

WHEREAS, ("the Franchisee") desires to construct install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in
47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in the City ("**Customers**"); and

WHEREAS, the Franchisee has requested a franchise from the City in order to construct and maintain a fiber-optic infrastructure network within the corporate limits of the City; and

WHEREAS, the City Council wishes to accommodate the Franchisee's request and grant a franchise to allow Franchisee to construct and maintain a fiber-optic infrastructure network in accordance with the terms and conditions contained herein.

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

DEFINED TERMS

A. "Broadband Services" means the transmission of information using optical fiber including without limitation internet services.

B. "City" means the City of Fairhope, Alabama.

C. "Code" means the City of Fairhope, Alabama Municipal Code of Ordinances, as may from time to time be amended.

D. "Franchisee" means HighStream Fiber, Inc. and its successors and assigns.

E. "Governing Body" or "City Council" means the City Council of the City of Fairhope, Alabama.

F. "Gross Revenues" means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that is received or accrued by Franchisee from Franchisee's provision of Broadband services within the City with a deduction for Franchisee's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on Broadband services furnished by Franchisee that are imposed by any City, state, or other governmental unit and collected by Franchisee for such governmental unit.

G. "Network Facilities" means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities.

H. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

I. "Use Fee" means the fee paid by the Franchisee to the City for locating, maintaining and operating Network Facilities in the Rights-of-Way for the provision of Broadband Services.

AGREEMENT

In consideration of the mutual promises made below, the City and Franchisee agree as follows:

1. Permission to Use and Occupy.

1.1 Permission to Use and Occupy Public ROW. Municipality grants Franchisee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee's use of any other Municipality property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.

1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to Municipality's valid authority under the State of Alabama (at times, herein "State") and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

1.3 Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4 Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5 No Grant of Property Interest. The License does not grant or convey any property interest.

1.6 Non-Exclusive. The rights granted to Franchisee pursuant to this Agreement are non-exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use the Public ROW for similar or different purposes allowed Franchisee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Franchisee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Municipality in the performance of its various functions, and thereafter, as between Franchisee and other franchisees and permit holders, as determined by Municipality in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Franchisee pursuant to this Agreement.

1.7 Backup Power. Franchisee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Network Facilities without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gasses. Municipality hereby grants Franchisee approval to use backup power generating devices, including devices with permanent or semipermanent internal combustion engines, at its network hut sites and inside buildings or on land owned by Franchisee subject to the specific conditions provided for in the network hut leases entered into between Franchisee and Municipality for the use of land owned by Municipality, and any applicable building code requirements.

1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Franchisee to alter the manner in which Franchisee attaches equipment to the poles, if any poles are allowed by Municipality, or alter the manner in which it operates and maintains its equipment.

2. Franchisee's Obligations.

2.1 Individual Permits Required. Franchisee will obtain Municipality's approval of required individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary

permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Franchisee will pay all lawful permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.

2.2 Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.

2.3 Compliance with Laws. Franchisee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work. Franchisee shall comply in all respects with all applicable codes. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.

2.4 Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5 No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6 No Burden on Public ROW; Minimum Interference. Franchisee shall not erect, install, construct, repair, replace or maintain the Network Facilities in such a fashion as to unduly burden the present or future use of the Public ROW. The Network Facilities shall be erected and maintained by Franchisee so as to cause the minimum interference with the use of the Public ROW and with the rights or reasonable convenience of property owners who adjoin any of the Public ROW. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Municipality approval through the applicable permitting process.

2.7 Limitation on Franchise Rights. Except as may otherwise be agreed upon in writing by Municipality and Franchisee, the rights granted to Franchisee herein do not include the right to (i) excavate in, occupy or use any Municipality park, recreational areas or other Municipality property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any Municipality-owned property or facilities or structures other than Public ROW, including without limitation light poles, towers, buildings and trees. The use of such Municipality-owned property or facilities by Franchisee shall be considered by Municipality on a case-by-case basis and may be subject to payment of additional compensation to Municipality. Similarly, the rights granted herein by Municipality to Franchisee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Municipality and situated in the Public ROW. It shall be the responsibility of Franchisee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

2.8 Preconstruction Meetings. Franchisee shall attend all reasonably necessary preconstruction meetings as mutually agreed with Municipality.

2.9 Restoration of Property. Franchisee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Municipality, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance or removal of the Network Facilities to at least as good condition as that which existed prior to the disturbance if such damage is directly caused by Franchisee's Work and no other Person (other than Franchisee's personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Franchisee's restoration work shall start promptly but not more than sixty (60) days from Franchisee being notified of the problem in question. Upon the failure of Franchisee to effect such repair or restoration, Municipality may effect the same, and Franchisee shall promptly reimburse Municipality for Municipality's actual, reasonable, and documented costs in connection with such repair or restoration.

2.10 Emergency Notification. Franchisee shall provide Municipality throughout the Term of the Franchise with a twenty-four (24) hour emergency telephone number at which a representative of Franchisee (not voicemail or a recording) can be accessed in the event of an Emergency.

2.11 Duty to Underground. It is the policy of Municipality to have lines and cables placed underground to the greatest extent reasonably practicable, as determined by the Municipality. In furtherance of this policy, Franchisee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as determined by the Municipality, provided however the Franchisee's network hut sites may be above ground.

2.12 Discontinuance and Removal of the Network Facilities. Upon the revocation, termination, or expiration of this Agreement, unless an extension is granted by Municipality in its discretion, Franchisee shall discontinue the provision of Services and all rights of Franchisee to use the Public ROW for the provision of Services shall cease. Franchisee, at the direction of Municipality, shall remove any portion of the Network Facilities and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Franchisee and Municipality, such Network Facilities may be abandoned in place or transferred to Municipality. This Section 2.12 shall not apply to facilities constructed and owned by the Franchisee or an Affiliate of Franchisee, where such facilities are used by Franchisee or such Affiliate to lawfully provide other services.

No surety on any right-of-way bond ("**ROW Bond**") nor any letter of credit shall be discharged until Municipality has certified to Franchisee in writing that the Network Facilities has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

2.13 Tree Trimming. Franchisee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Franchisee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal property shall have the prior approval of Municipality and shall be done under the direction of the Municipality's horticulturist, or in the event that office is vacant, the Municipality's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the property owner, and it is Franchisee's responsibility to ensure such consent is valid and from the private property owner(s) of record. All trimming shall be done at the expense of Franchisee.

2.14 Location of Facilities. Franchisee shall keep accurate, complete, and current maps and records of the Network Facilities and all Franchisee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Municipality, as set forth below.

2.14.1 Franchisee shall furnish "as-built" maps and records to Municipality in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the Parties). Franchisee shall provide Municipality copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Municipality in an emergency, Franchisee, as soon as reasonably practicable, shall inform Municipality of any changes from such maps and records previously supplied and shall mark up any maps provided by Municipality so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and facility routings and shall be drawn to scale.

2.14.3 Municipality agrees that Franchisee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

2.15 Utility Notification Program. Franchisee shall comply with applicable state and local utility location and notification laws.

2.16 Inspection by Municipality. Network Facilities shall be subject to inspection by Municipality to the extent reasonably requested by Municipality and reasonably necessary to assure compliance by Franchisee with the terms of this Agreement. Municipality shall inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Franchisee; provided, however, the inspection shall not interrupt or interfere with any services provided by Franchisee.

2.17 Franchise Fee. As consideration for the use of the City's Public ROW as set forth in this Agreement, the Franchisee shall pay the City a Use Fee of five percent (5%) of its Gross Revenues collected by the Franchisee during each calendar year of operation under this agreement based on unaudited financials. The Franchisee will pay the Use Fee collected from its Customers for the Broadband Services quarterly, within forty-five (45) days of the close of Franchisee's fiscal quarters. Each Use Fee payment shall be accompanied by a certified report from a representative of the Franchisee, which shows the basis for the computation of all recurring monthly Broadband Service charges from the provision of Broadband Services to Persons located within the City limits during the Franchisee's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid, Franchisee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1). If the Franchisee does not provide Broadband Services to Customer(s) within the municipal boundaries of the City, then the Franchisee shall pay the City (19¢) per linear foot for the use of the City's Public ROW once the fiber is lit and carrying traffic commercially. The fee may be adjusted annually based on the Consumer Price Index (CPI). Payments are due quarterly, based on the total linear footage utilized during the previous quarter. Franchisee must provide accurate measurements of the ROW used, along with any supporting documentation, by the end of each quarter. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Franchisee's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Franchisee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Franchisee for a minimum period of five (5) years.

3. Municipality's Obligations.

3.1 Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without

prior notice to Franchisee. Municipality will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2 Relocation to Accommodate Governmental Purposes. If Franchisee's then- existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Municipality, Franchisee will, upon written notice from Municipality, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Franchisee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice. Upon the failure of Franchisee to relocate any Network Facilities within a reasonable period of time in accordance with this subsection, Municipality may effect such relocation, and Franchisee shall promptly reimburse Municipality for all actual, reasonable, and documented costs and expenses incurred by Municipality in connection with such relocation.

3.3 Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then- existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities.

3.4 Non-Discrimination. Any agreements between Municipality and Franchisee that provide Franchisee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those Municipality provides Franchisee for the same access.

4. Contractors and Subcontractors.

4.1 Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2 Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.

4.3 Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Municipality on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**").

Municipality will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

5.1 Indemnification. Franchisee shall indemnify, defend, and hold harmless Municipality, and governmental subdivisions thereof, and its respective council members, officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys) arising from any third-party claim of personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act or omission of Franchisee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Franchisee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation ("**Third Party Legal Proceeding**"). Franchisee's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Franchisee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).

5.2 Assumption of Risk. Franchisee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public ROWs.

5.3 Defense of indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnitees upon written notice from Municipality in accordance with Section 5.4 hereof, Franchisee shall, at Franchisee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

5.4 Notice, Cooperation and Expenses. Municipality must give Franchisee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Municipality becomes aware of the Third-Party Legal Proceeding. Municipality shall reasonably cooperate with Franchisee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Municipality from appointing its own noncontrolling counsel at Municipality's sole cost and expense.

6. ROW Bond. Within thirty (30) days of the Effective Date, Franchisee shall provide Municipality with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars ($50,000) and in a form reasonably acceptable to Municipality, as security for the faithful performance by Franchisee of the provisions of this Agreement.

6.1 The rights provided Municipality by this Section and its bond are in addition to all other rights of Municipality whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights Municipality may have, except that Municipality shall not be entitled to multiple remedies for the same violation.

7. Insurance.

7.1 Franchisee will carry and maintain:

7.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

7.1.2 Workers' Compensation insurance with policy limits not less than the Municipality's requirements.

7.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be provided to the City Clerk with Franchisee's acceptance of this Franchise. Franchisee shall annually provide Municipality with a certificate of insurance evidencing such coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

7.3 **Contractors.** Franchisee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Franchisee policies). Franchisee's contractors and subcontractors shall provide Municipality with certificates of insurance evidencing such coverage when applying for permits to work in the Public ROW.

7.4 **Insurance Primary.** Franchisee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Franchisee and for whom Franchisee is responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Franchisee's insurance and shall not contribute to it (where "insurance or self- insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

8. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law ("**Effective Date**"). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein.

9. **Termination.**

9.1 Termination by Municipality. Municipality may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Municipality must first provide Franchisee written notice of the breach and not less than one hundred eighty (180) days to cure, unless the cure cannot be reasonably accomplished in that time period, in which case the Municipality may in its discretion grant Franchisee additional time upon the request of Franchisee, provided that Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue, provided further if such period is anticipated to, or does, extend more than one hundred eighty (180) days, it shall be in the sole discretion of the Municipality whether to grant such cure extension beyond one hundred eighty (180) days. No termination under this subsection will be effective until the relevant cure period has expired.

9.2 Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality. Franchisee may not abandon its Network or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the Fiber Optic Infrastructure Network.

10. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

10.1 Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common

control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

11. **Notice.** Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

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

City of Fairhope, Alabama
ATTN: Revenue Department
P. O. Drawer 429
City of Fairhope, Alabama 36533

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

HighStream Fiber, Inc.
Attn: President
215 East 1st Street
Bay Minette, Alabama 35607

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

12. **General Provisions**

12.1 Franchise Records. Franchisee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Municipality shall have the right to obtain, in the format kept by Franchisee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Franchisee is in compliance with this Agreement. Franchisee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Municipality.

12.2 Entire Franchise. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Broadband Services are merged herein and hereby superseded.

12.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Broadband Services or the Network Facilities during the Term hereof.

12.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the Circuit Court of Baldwin County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

12.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Municipality may waive any obligation of Franchisee under this Agreement, in whole or in part, at any time, but such waiver must be in writing, and signed by the Municipality's Mayor or their designee.

12.6 Independent Contractor Relationship. The relationship of Franchisee to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

12.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.

12.8 Captions. All captions are for convenience of use and have no substantive effect.

12.9 Franchise Accepted. Franchisee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in this Agreement or the Ordinance, or both.

12.10 Binding Agreement. Subject to Section 2.3, the parties agree that this Agreement complies with State and Federal law as of the Effective Date and agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement.

12.11 Other Covenants. Franchisee for itself and its Affiliates covenants that Franchisee and its Affiliates shall not bring or support, directly or indirectly, any suit, claim, or proceeding (judicial or administrative) challenging any term of this Agreement or contending that Municipality or Franchisee did not have the authority to impose or agree to such terms.

12.12 Reserved Rights. Municipality reserves all rights and powers under (i) its police powers and (ii) powers conferred by Federal, State, or local law of which Municipality may not legally and contractually divest itself. In particular, Municipality reserves the right to alter, amend or repeal its municipal code as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest; provided that any such alteration, amendment or repeal shall be applicable to all similarly situated franchisees of the Municipality, in such a manner and to such an extent so as not to place Franchisee at a material competitive disadvantage. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Franchisee's rights and obligations under this Agreement, the Municipality will provide Franchisee with reasonable advance notice of such pending amendment and, upon written request of Franchisee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended municipal code provisions would have on Franchisee's performance under this Agreement. Municipality agrees that by accepting this Agreement, Franchisee has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers.

12.13 City Representative. The Mayor or designee as provided in writing by the Mayor to the Franchisee (the "City Representative"), shall be Municipality's representative for all purposes of this Agreement. Except where City Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Municipality required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Municipality by the Mayor, or her designee.

12.14 Authority. Franchisee represents, covenants and warrants to Municipality as of the Effective Date that: (a) Franchisee is duly constituted, in good standing and qualified to do business in the State of Alabama, (b) Franchisee will file when due all forms, reports, fees and other documents necessary to comply with applicable laws, and (c) the signatories signing on behalf of Franchisee have the requisite authority to bind Franchisee pursuant to Franchisee's organizational documents.

12.15 Publication. This Franchise shall be published in accordance with applicable local and state law and Grantee, shall pay the reasonable cost of any required publication of this Franchise.

12.16 Acceptance. Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Two Thousand Dollars ($2,000.00) made payable to the City of Fairhope, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

ADOPTED AND APPROVED THIS 23rd DAY OF MARCH, 2026.

CITY OF FAIRHOPE, ALABAMA

_____
James Reid Conyers, Jr.
Council President

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

Signed by authorized representatives of the parties on the dates written below.

CITY OF FAIRHOPE, ALABAMA **HIGHSTREAM FIBER, INC.**

BY: _____ BY: _____
Sherry Sullivan, Mayor Date Russ Reynolds, President Date

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

HighStream Fiber, Inc.
215 East 1st Street
Bay Minette, Alabama 35607

City of Fairhope
Attn: Mayor
P.O. Drawer 429
City of Fairhope, AL 36533

Dear Mayor Sullivan:

In accordance with Section 4.3 of the Broadband Services Franchise Agreement dated _____ between City of Fairhope, Alabama and HighStream Fiber, Inc., hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications on behalf of the Franchisee.

1. Name, Title
2. Name, Title
3. Name, Title
4. Name, Title

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

_____
Russ Reynolds, President
HighStream Fiber, Inc.

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-758

FROM:	Hunter Simmons, PLANNING DIRECTOR
SUBJECT:	Site Plan Review and Approval - Request of the Applicant, HFA-AE LTD, on behalf of the Owner, Brew Horizons LLC, for Site Plan Approval of 7 Brew Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 5 of Planters Pointe on the northwest corner of State Highway 181 and State Highway 104 and is 1.01 ± acres. PPIN #: 626310. (Planning Commission unanimously recommends approval of SR 25.09).
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

Council Approval

BACKGROUND INFORMATION:

At its meeting on March 2, 2026 the Planning Commission approved the applicant's request conditioned upon 1) revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards; 2) revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance; 3) revision of the Photometric Plans to remove any lighting not to be proposed; and 4) revision of the tree and landscape plan to reflect the required screening of vehicular circulation.

All conditions of approval have been addressed by the applicant.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

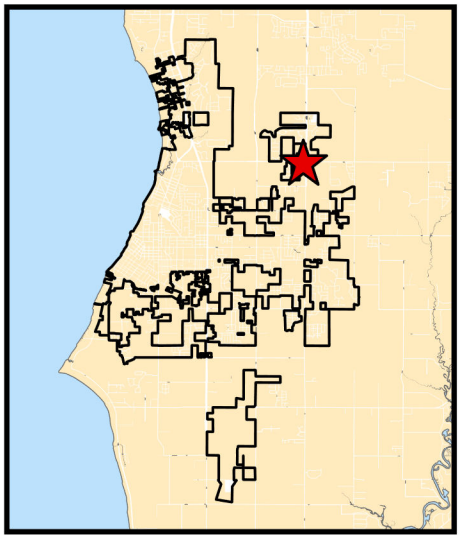
City of Fairhope

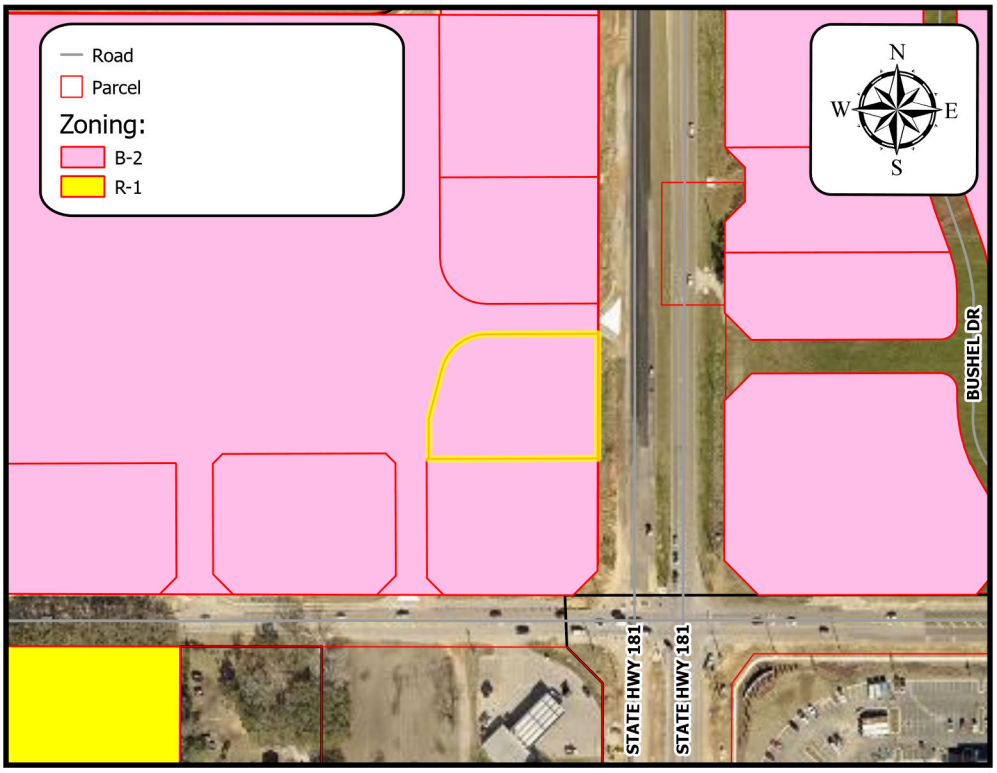
City Council

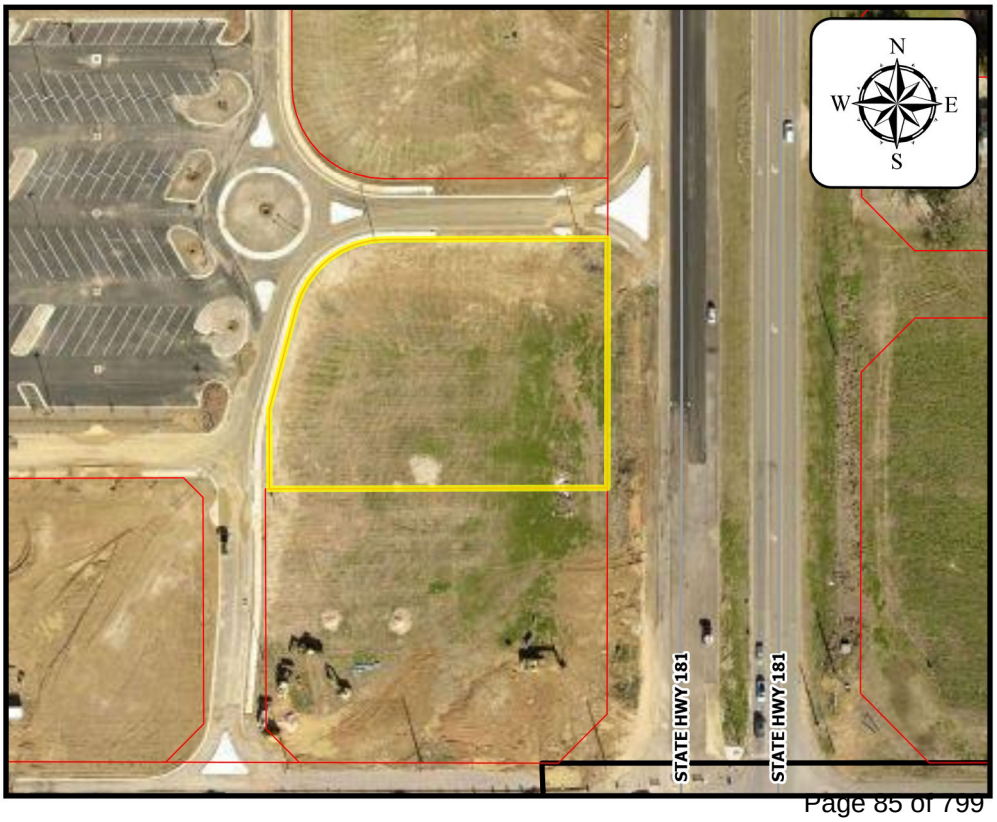
March 23, 2026

Planning Commissin (9 Ayes)(0 Nays) voted to recommend approval of SR 25.09

SR 25.09 - 7 Brew Fairhope







Project Name:
7 Brew Fairhope
Site Data:
1.01 acres
Project Type:
Site plan approval
Jurisdiction:
Fairhope Planning Jurisdiction
Zoning District:
B-2 General Business District
PPIN Number:
626310
General Location:
Northwest corner of State Highway 181 and State Highway 104
Surveyor of Record:
HFA-AE LTD
Engineer of Record:
HFA-AE LTD
Owner / Developer:
Brew Horizons LLC
School District:
Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:
Approved w/ Conditions
Prepared by:
Payton Rogers

COMMENTS FOR CITY COUNCIL

At its meeting on March 2, 2026 the Planning Commission approved the applicant's request conditioned upon 1) revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards; 2) revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance; 3) revision of the Photometric Plans to remove any lighting not to be proposed; and 4) revision of the tree and landscape plan to reflect the required screening of vehicular circulation.

All conditions of approval have been addressed by the applicant.

SUMMARY OF REQUEST

Request of the Applicant, HFA-AE LTD, on behalf of the Owner, Brew Horizons LLC, for Site Plan Approval of 7 Brew Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 5 of Planters Pointe on the northwest corner of State Highway 181 and State Highway 104 and is 1.01± acres.

SITE HISTORY

The subject site has been included in numerous Subdivision and Multiple Occupancy Project (MOP) requests since 2020. The Final Plat for Planter's Pointe Subdivision was approved in December 2023 and includes a note which requires mandatory Site Plan Review prior to the development of any lot.

There are no other Planning Commission or Board of Adjustment cases associated with this site.

STAFF COMMENTS

This application was before the Planning Commission at its January 5, 2026 meeting for Site Plan Review and was ultimately tabled at the request of the Applicant. At that time, the proposed plan had numerous deficiencies including insufficient tree plantings, insufficient landscaping adjacent to public right-of-way (ROW), insufficient stormwater screening, and non-compliant exterior lighting.

The current application has addressed all previous concerns and is reflected in the following comments.

Site Plan
The proposed site plan is attached to the end of this report as an exhibit.

Setbacks - COMPLIANT
The Final Plat recorded for Planter's Pointe Subdivision establishes setback requirements for Lot 5 to be 10 feet from the North property line along Planter's Pointe Boulevard, 10 feet from the West property line along Rockwell Boulevard, 10 feet from the South property line, and 50 feet from the East property line along State Highway 181. All setbacks are illustrated as compliant on the proposed Site Plan.

Buildings - COMPLIANT
B-2, General Business District has a required maximum building height of 30 feet. The proposed building height for the one-story structure is 19± feet.

Tree & Landscaping - COMPLIANT
The City of Fairhope Trees and Landscaping Ordinance details all tree planting and landscape area requirements for commercial development. As proposed, the Site Plan illustrates full compliance with the Trees and Landscaping Ordinance (see exhibits). The Tree and Landscape plan illustrates an additional ten (10) understory trees on site which do not count towards required tree plantings. It's important to note that these ten (10) understory trees are existing and were included in the original landscape plan approved with the Planter's Pointe Multiple Occupancy Project (MOP), and as such, cannot be removed and must be protected throughout construction.

Parking - COMPLIANT
Article IV-E.4 Table 4-3, *Parking Schedule* details the amount of on-site parking required for restaurants based on the number of seats provided. The proposed 7-Brew is a drive-thru only coffee restaurant which does not provide any indoor or outdoor seating. Drive-thru only businesses are omitted from Table 4-3, and as such, parking is not required at this time. However, the Site Plan does illustrate a surplus of nine (9) on-site parking spaces. Article IV Section E.4.c(2) of the Zoning Ordinance requires any parking provided that is more than what is required by Table 4-3 "shall be designed with a pervious surfacing". As such, if approved, the Site Plan should be revised to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards.

Connectivity - COMPLIANT
Sidewalks and pedestrian connectivity are illustrated along Rockwell Boulevard and Planter's Pointe Boulevard, as required. Additionally, the proposed Site Plan illustrates the extension of the 12-foot-wide multi-purpose trailway along State Highway 181 with direct pedestrian access.

Drainage - COMPLIANT
Drainage is unique within the Planter's Pointe development. Publix, the anchor store, provided underground drainage for itself and those stores connected to it. Notes on the Final Plat for Planter's Pointe Subdivision state that all other lots must have self-sufficient drainage addressing all post-development stormwater runoff on the individual lots.

As proposed the Applicant intends to utilize an underground stormwater management system located on the North side of the site and states within the provided Drainage Report that post development runoff conditions will not exceed predevelopment conditions.

Exterior Lighting - COMPLIANT
As proposed, exterior lighting is compliant with Article IV Section B.3 of the Zoning Ordinance as it relates to on-site lighting. However, it's important to note that while the submitted Photometric Plans illustrate blue building canopy lighting, the applicant has stated that they no longer intend to install the blue canopy lighting. If approved, the Photometric Plans should be revised to remove any lighting not to be proposed.

Mechanical Equipment - COMPLIANT
All mechanical equipment is proposed to be located on the building's roof and is illustrated in the submitted plans.

Dumpster - MORE INFO NEEDED
The Site Plan illustrates a dumpster on the West side of the proposed building. It should be noted that if approved, the plans must be revised to include a dumpster detail illustrating dumpster screening in compliance with Article IV-B.2. of the Zoning Ordinance.

Signage - N/A
All Signage will be formally reviewed at time of sign permit submittal. However, the Applicant submitted two (2) possible signage options for staff to consider. Option A (see exhibits) is a singular 4-foot by 4-foot circular wall sign on the building's front elevation facing State Highway 181, which as proposed, would be compliant with current sign regulations. Option B (see exhibits) is a singular 2.5-foot by 8-foot wall sign on the same elevation facing 181, which as proposed, would be non-compliant with current sign regulations as it exceeds the maximum allowable square footage for all signs on the subject site.

Erosion Control - COMPLIANT
An erosion control plan was submitted with the application and is acceptable.

Utilities - COMPLIANT
A utility plan was submitted and has been reviewed and approved by the appropriate providers. No utility upgrades are required.

ADA Standards - COMPLIANT
ADA requirements per the Architect are met and at time of building permit will be further verified.

Traffic - COMPLIANT
A Traffic Study was generated with the application for Planter's Pointe Subdivision in 2021. At that time there were not any determined land uses for each outparcel. As such, the trip generation analysis produced 395 entering trips and 302 exiting trips during a weekday AM peak hour; 573 entering trips and 559 exiting trips during a weekday PM peak hour. Per the applicant's submitted traffic letter the proposed 7-Brew will generate a total of 91 trips (46 entry and 45 exit) during the Weekday AM peak hour and a total of 34 trips (17 entry and 17 exit) during the Weekday PM peak hour.

Lot Access - COMPLIANT
As illustrated, the subject site proposes one (1) access point to the site from Rockwell Boulevard.

Comprehensive Plan - COMPLIANT
Planters Pointe is in a newly recognized Suburban Mixed-Use Center in the proposed Comprehensive Plan.

Impacts on Surrounding Neighborhood - COMPLIANT
As previously stated, the subject site is zoned B-2. Directly adjacent to the site are additional commercial uses.

Benefits to the Community - COMPLIANT
As the number of residential units being developed in the area continues to grow a commercial retail center with a variety of retail/restaurant/office/commercial units will be a benefit to the residential subdivisions.

SITE PLAN CONSIDERATIONS

Standards of Review:

Article II Section C.2.d of the City of Fairhope Zoning Ordinance sets forth all criteria for reviewing Site Plan Review requests.

Staff Recommendation:

Staff recommends **APPROVAL** of SR 25.09 – 7-Brew Fairhope Site Plan with the following conditions:

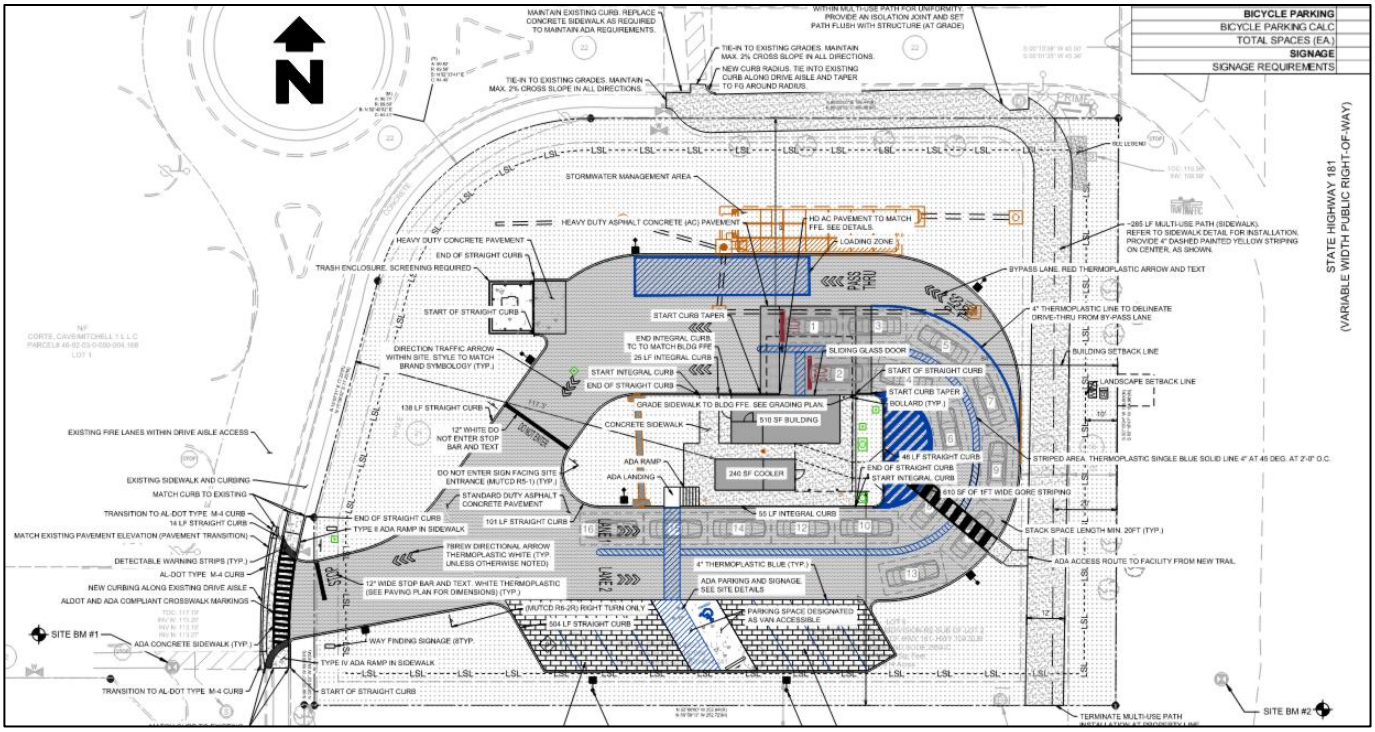
1. Revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards;
2. Revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance; and
3. Revision of the Photometric Plans to remove any lighting not to be proposed.

Planning Commission Recommendation:

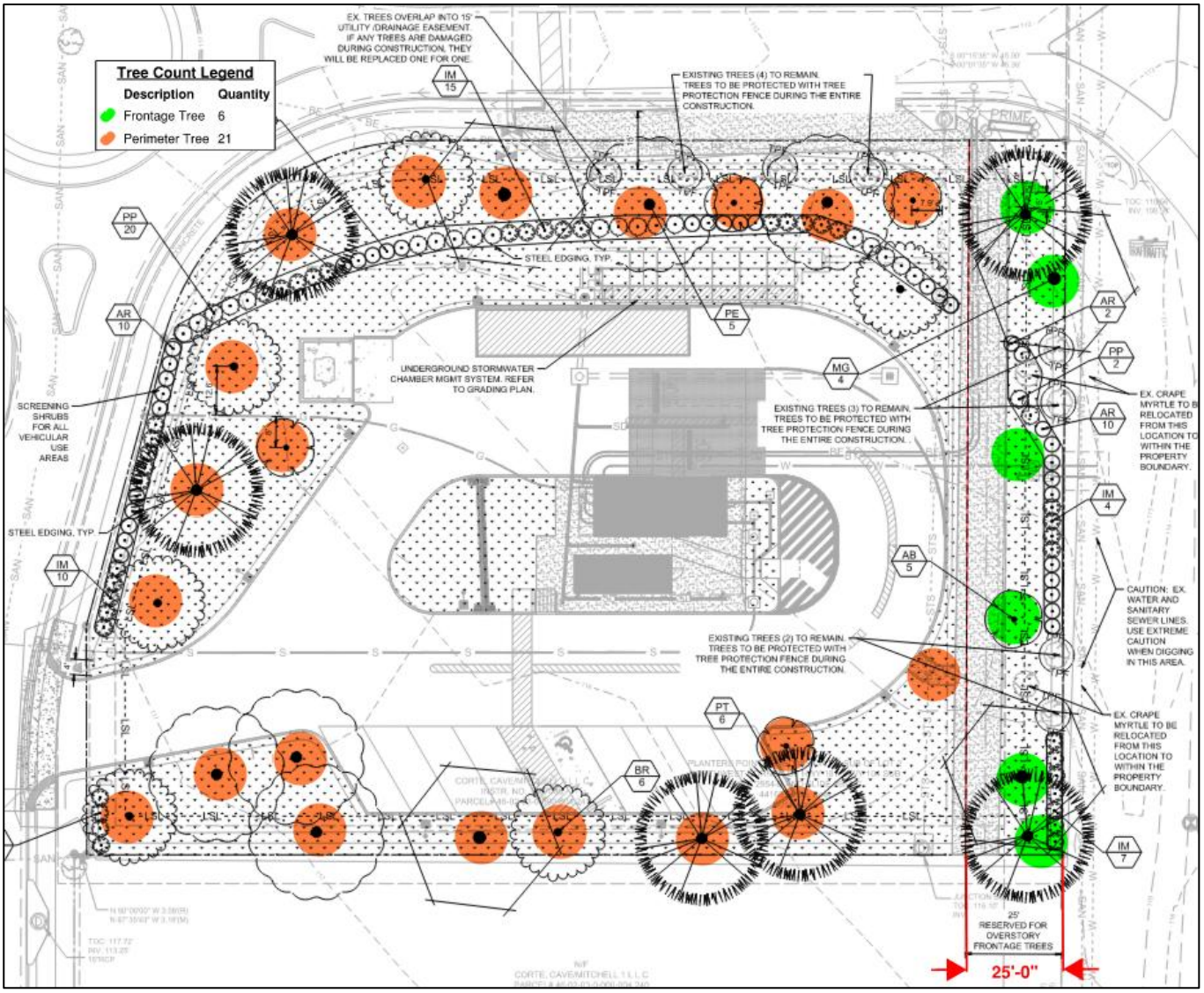
Planning Commission recommends **APPROVAL** of SR 25.09 – 7-Brew Fairhope Site Plan with the following conditions:

1. Revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards;
2. Revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance;
3. Revision of the Photometric Plans to remove any lighting not to be proposed; and
4. Revision of the tree and landscape plan to reflect the required screening of vehicular circulation.

Proposed Site Plan Revised for City Council

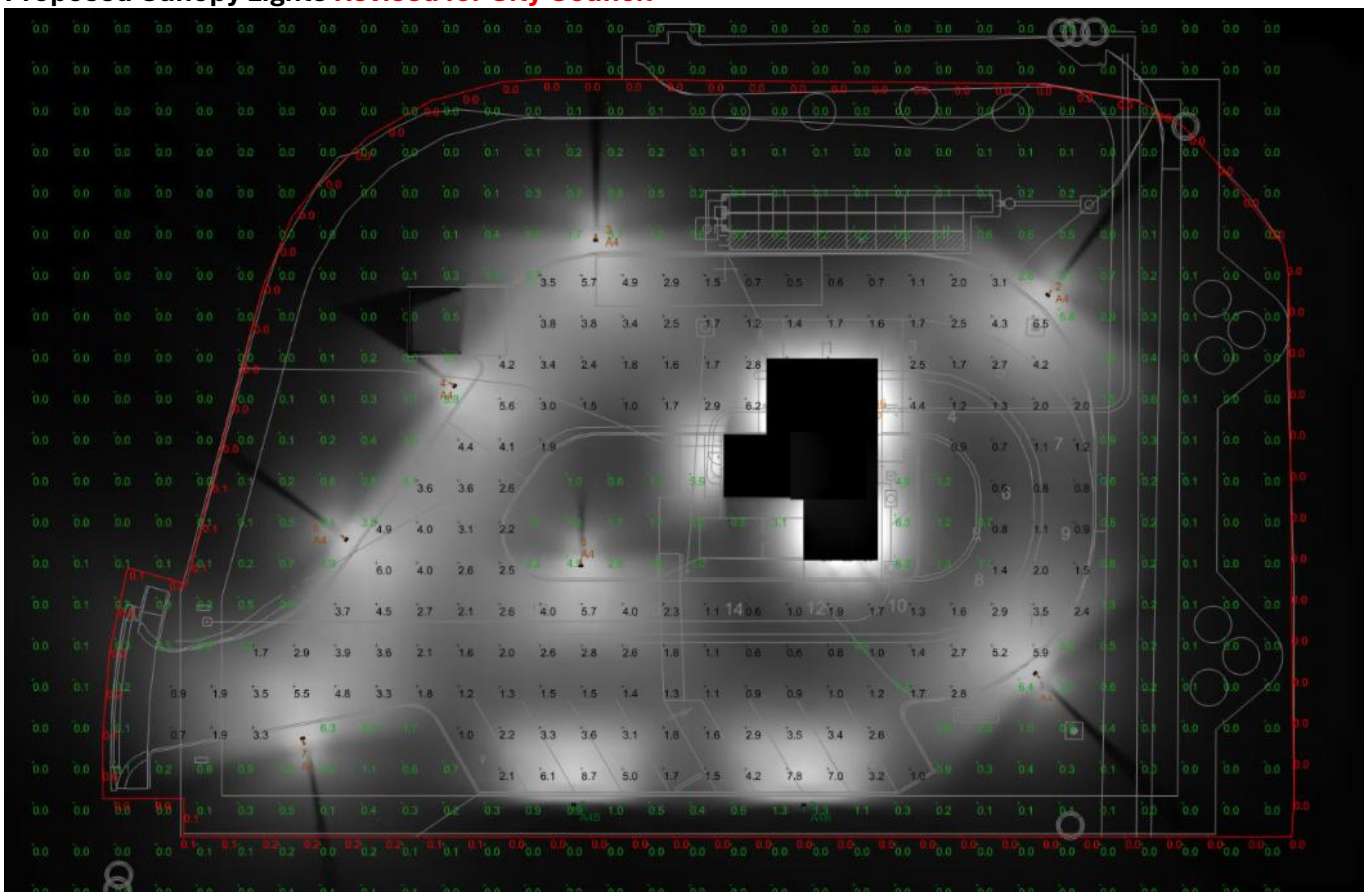


Proposed Tree & Landscape Plan Revised for City Council



TREE & LANDSCAPE COMPLIANCE TABLE			
Reviewed by Payton Rogers			
Date 01/28/26			
Total	**Plan Required**	**Plan Provided**	**Plan Compliance?**
Landscape Area			
Total Landscape Area	8,818	24,348	Yes
Front Landscape Area	5,291	10,610	Yes
Frontage Trees	**6**	**6**	**Yes**
Frontage 1	6	6	Yes
Frontage 2	0	0	
Frontage 3	0	0	
Frontage 4	0	0	
Perimeter Trees	**21**	**21**	**Yes**
Parking Trees	**0**	**0**	
Overstory	0	0	
Understory	0	0	
Parking Understory < 50%			
Total	**27**	**27**	**Yes**
Overstory	27	27	Yes
Understory	0	0	
Total Trees Saved (Credits)	**0**		
Total New Overstory Planted	**27**		
Total New Understory Planted	**0**		
Species Richness (> 4)	**4**		Yes

Proposed Canopy Lights Revised for City Council



THE CITY OF FAIRHOPE PLANNING COMMISSION

PLANNING & ZONING DEPARTMENT

NOTICE OF ACTION TAKEN

Meeting Date: March 2, 2026
Case Number: SR 25.09 – 7 Brew Fairhope
Property Location: Northwest corner of State Highway 181 and State Highway 104
PPIN #: 626310
Applicant: HFA-AE LTD
Engineer / Surveyor: HFA-AE LTD
Request: Site Plan approval for 7 Brew Fairhope

Action Taken by the Commission: Approval

Conditions of Approval:

1. Revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards;
2. Revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance;
3. Revision of the Photometric Plans to remove any lighting not to be proposed; and
4. Revision of the tree and landscape plan to reflect the required screening of vehicular circulation.

Hunter Simmons
Director of Planning & Development

HFA

March 11, 2025

Payton W. Rogers, CAPZO
Planning & Zoning Manager
451 Pecan Ave Suite 200,
Fairhope, AL 36532

Regarding: 7 Brew Fairhope, AL
Lot 5 Planters Pointe Blvd
HFA Project Number: 12-24-80012

Mr. Rogers,

In response to the comments we received from your office on 03/04/2025, please refer to the following responses and the noted enclosures which have been included in this submittal package.

General Comments

1. Revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards;
   Response: Pavers have been added to all standard parking spaces.
2. Revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance;
   Response: Dumpster enclosure detail from building set has been included in this submittal.
3. Revision of the Photometric Plans to remove any lighting not to be proposed; and
   Response: Photometric plans revised to remove LED building rope lights which are no longer proposed.
4. Revision of the Tree and Landscape plan to reflect the required screening for all vehicular circulation.
   Response: Landscape and Irrigation plan revised to show screening for all vehicular circulation areas.

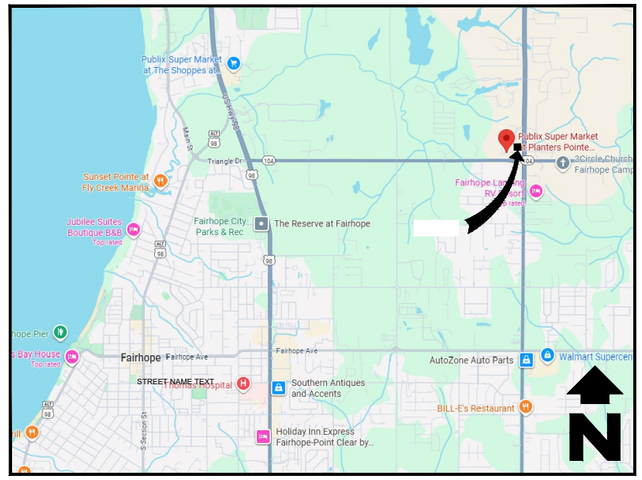
Sincerely,
Harrison French & Associates

HARRISON FRENCH & ASSOCIATES, PLLC

HFA

7 BREW COFFEE

9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532
BALDWIN COUNTY



VICINITY MAP
1=2000'

PROJECT CONTACTS

DEVELOPER
BREW HORIZONS, LLC
2000 W. PARK DR., SUITE 130
WESTBOROUGH, MA 01581
508-561-4903
MIKE TIERNEY
MTIERNEY@BREW-HORIZONS.COM

SURVEYOR
US SURVEYOR
9867 STATE HWY 104
FAIRHOPE, AL 36532
800-867-8783 X201
JENA WICKER
JWICKER@USSURVEYOR.COM

CIVIL ENGINEERING
HFA-AE, LTD
1705 S. WALTON BLVD., SUITE 3
BENTONVILLE, AR 72712
479-273-7780 x199
JASON PANICARO
JASON.PANICARO@HFA-AE.COM

BUILDING MANUFACTURER
ARNING
201 INDUSTRIAL PARK PL.
CASSVILLE, MO 65625
800-732-5074 X1326
JENNIFER PEEK
JPEEK@ARNINGCO.COM

FIRE
FAIRHOPE FIRE DEPARTMENT
198 SOUTH INGLESIDE
FAIRHOPE, AL 36532
251-990-0143
CHRIS ELLIS
FIRE CHIEF

SITE PLAN & BUILDING PERMIT REVIEW
CITY OF FAIRHOPE PLANNING AND ZONING
451 PECAN AVE STE. 200
FAIRHOPE, AL 36532
251-928-2136
HUNTER SIMMONS
HUNTER.SIMMONS@FAIRHOPEAL.GOV

HEALTH DEPARTMENT
BALDWIN COUNTY ENVIRONMENTAL OFFICE
DIVISION ON INSPECTION SERVICES
22251 PALMER STREET
ROBERTSDALE, AL 36567
251-947-3618

STATE HIGHWAY
AL DEPT. OF TRANSPORTATION
SOUTHWEST REGION - MOBILE AREA
CHASE CHITWOOD
AREA PERMIT MANAGER
251-470-8339
CHITWOODC@DOT.STATE.AL.US

CITY STREETS
DEPARTMENT OF PUBLIC WORKS
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532
251-928-8003
DARYL MOREFIELD
DARYL.MOREFIELD@FAIRHOPEAL.GOV

SANITARY SEWER & WATER
DEPARTMENT OF PUBLIC WORKS
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532
251-928-8003
DARYL MOREFIELD
DARYL.MOREFIELD@FAIRHOPEAL.GOV

NATURAL GAS
CITY OF FAIRHOPE GAS DEPARTMENT
DEPARTMENT OF PUBLIC WORKS
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532
251-928-8003

ELECTRIC
CITY OF FAIRHOPE ELECTRIC DEPARTMENT
DEPARTMENT OF PUBLIC WORKS
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532
251-928-8003

TELEPHONE
VERIZON
171 E I65 SERVICE ROAD
SOUTH MOBILE, AL 36606
251-327-3459

STORM SEWER
CITY OF FAIRHOPE PLANNING AND ZONING
451 PECAN AVE STE. 200
FAIRHOPE, AL 36532
251-928-2136
HUNTER SIMMONS
HUNTER.SIMMONS@FAIRHOPEAL.GOV

LEGAL DESCRIPTION

LOT 5 OF PLANTERS POINTE SUBDIVISION RE-SUB OF LOT 2 NW CORNER HWY 181- HWY 104 SUB AS RECORDED ON SLIDE 2954-B AND SLIDE 2954-C, AND CORRECTED IN DOC # 2180244, BALDWIN COUNTY, ALABAMA.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT, FOR INGRESS, EGRESS, AND UTILITIES, OVER AND ACROSS LOT 1 OF THE NORTHWEST CORNER OF HWY 181-HWY 104 SUBDIVISION, AS RECORDED ON SLIDE 2725-E AND RATIFICATION OF PLAT RECORDED AS INSTRUMENT NUMBER 1857087 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, WHICH IS HEREBY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS FOR THE BENEFIT OF ITS ADJOINING PROPERTY AND ANY FUTURE DEVELOPMENT THEREOF. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, NW CORNER HWY 181 - HWY 104 SUBDIVISION; THENCE RUN N-00°04'20"-W, 863.28 FEET TO THE A POINT; THENCE RUN S-89°39'53"-E, 574.80 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CHORD OF WHICH BEARS N-45°10'03"-E, 70.92 FEET, AN ARC DISTANCE OF 78.83 FEET TO A POINT; THENCE RUN N-00°00'00"-E, 154.18 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A CHORD OF WHICH BEARS N-03°26'37"-W, 10.45 FEET, AN ARC DISTANCE OF 10.46 FEET TO A POINT; THENCE RUN N-06°53'06"-W, 118.06 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CHORD OF WHICH BEARS N-44°54'29"-E, 235.73 FEET, AN ARC DISTANCE OF 271.19 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS 175.00 FEET, A CHORD OF WHICH BEARS S-86°38'58"-E, 20.45 FEET, AN ARC DISTANCE OF 20.47 FEET TO A POINT; THENCE RUN N-90°00'00"-E, 85.53 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STATE ROUTE 181; THENCE RUN S-33°25'46"-E ALONG SAID WEST RIGHT-OF-WAY OF STATE ROUTE 181, 54.46 FEET TO A POINT; THENCE RUN S-00°15'38"-W ALONG SAID WEST RIGHT-OF-WAY OF STATE ROUTE 181, 36.55 FEET TO A POINT; THENCE RUN N-90°00'00"-W LEAVING SAID WEST RIGHT-OF-WAY OF STATE ROUTE 181, 89.75 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CHORD OF WHICH BEARS S-63°58'56"-W, 77.20 FEET, AN ARC DISTANCE OF 79.92 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 313.00 FEET, A CHORD OF WHICH BEARS S-41°19'36"-W, 36.71 FEET, AN ARC DISTANCE OF 36.73 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS 187.00 FEET, A CHORD OF WHICH BEARS S-22°20'40"-W, 142.19 FEET, AN ARC DISTANCE OF 145.85 FEET TO A POINT; THENCE RUN S-00°00'00"-E 223.23 FEET TO A POINT; THENCE RUN N-89°39'53"-W, 100.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1.17 ACRES, MORE OR LESS.

TOGETHER WITH A PERMANENT INGRESS/EGRESS ACCESS EASEMENT APPURTENANT DESCRIBED AS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, AS RECORDED ON SLIDE 2954-B IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA AND ALSO SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N-90°00'00"-W 35.00' TO A POINT; THENCE RUN S-00°00'00"-E FOR A DISTANCE OF 370.80'; THENCE RUN S-28°06'08"-W FOR A DISTANCE OF 54.29' TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 51.31', CHORD BEARING OF S-01°26'16"¬W AND CHORD LENGTH OF 64.42', THENCE RUN ALONG SAID CURVE 69.64' TO THE BEGINNING OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 137.02', A CHORD BEARING OF S-31°55'31"-E AND CHORD LENGTH OF 45.65', THENCE RUN ALONG SAID CURVE 45.86' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 27.40', A CHORD BEARING S-03°01'40"-E AND CHORD LENGTH OF 16.10'; THENCE RUN ALONG SAID CURVE 16.34'; THENCE RUN S-15°07'31"-W FOR A DISTANCE OF 54.82' TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 174.50', A CHORD BEARING OF S-12°53'08"-W AND CHORD LENGTH OF 13.64'; THENCE RUN ALONG SAID CURVE 13.64' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 14.50', A CHORD BEARING S-50°19'22"-W AND CHORD LENGTH OF 18.52'; THENCE RUN ALONG SAID CURVE 20.08'; THENCE RUN N-90°00'00"-W FOR A DISTANCE OF 327.09'; THENCE RUN S-00°00'00"-E FOR A DISTANCE OF 219.85'; THENCE RUN S-45°10'03"-W FOR A DISTANCE OF 35.46' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ALABAMA HWY 104; THENCE RUN S-89°39'55"-E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 110.00'; THENCE LEAVING SAID RIGHT OF WAY RUN N-44°49'57"-W FOR A DISTANCE OF 42.34'; THENCE RUN N-00°00'00"-E FOR A DISTANCE OF 165.96'; THENCE RUN N-45°00'00"-E FOR A DISTANCE OF 20.51'; THENCE RUN N-90°00'00"-E FOR A DISTANCE OF 244.33'; THENCE RUN S-45°00'00"-E FOR A DISTANCE OF 20.51'; THENCE RUN S-00°00'00"-E FOR A DISTANCE OF 168.94'; THENCE RUN S-45°10'03"-W FOR A DISTANCE OF 40.16' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ALABAMA HWY 104; THENCE RUN S-89°39'55"-E ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 100.00'; THENCE LEAVING SAID RIGHT OF WAY LINE RUN N-44°49'57"-W FOR A DISTANCE OF 35.25'; THENCE RUN N-00°11'11"-E FOR A DISTANCE OF 178.92'; THENCE RUN N-90°00'00"-E FOR A DISTANCE OF 2.50'; THENCE RUN N-00°00'00"-E FOR A DISTANCE OF 59.09'; THENCE RUN N-15°07'31"-E FORA DISTANCE OF 77.22' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 90.82', A CHORD BEARING N-52°33'46"-E AND CHORD LENGTH OF 84.50'; THENCE RUN ALONG SAID CURVE 90.82'; THENCE RUN N-90°00'00"-E FOR A DISTANCE OF 166.44' TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALABAMA HIGHWAY 181; THENCE RUN N-00°15'38"-E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 45.00'; THENCE LEAVING SAID RIGHT OF WAY RUN N-90°00'00"-W FOR A DISTANCE OF 166.58' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 69.50', A CHORD BEARING N-45°00'00"-W AND A CHORD LENGTH OF 98.29', THENCE RUN ALONG SAID CURVE 109.17'; THENCE RUN N-00°00'00"-W FOR A DISTANCE OF 359.87' TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 1.70 ACRES, MORE OR LESS.

FLOOD NOTE

THIS SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 01003C0661M DATED 4/19/2019

BENCHMARK

TEMPORARY BENCHMARK A: FROM SURVEY

TEMPORARY BENCHMARK B: FROM SURVEY

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IRR1.1	IRRIGATION DETAILS
ATTACH	ALTA_NSPS LAND TITLE SURVEY
ATTACH	PHOTOMETRIC PLAN

REVISION CHART

	TITLE	DATE	NOTES:

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
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www.hfa-ae.com

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THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT 9867 AL-104 (LOT 5) FAIRHOPE, AL 36532 AND IS NOT CONTEMPORANEOUSLY WITH ITS ISSUE DATE FOR USE.
AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. ANY REUSE WITHOUT SPECIFIC VERIFICATION OR ADAPTATION BY THE PROPERLY LICENSED ARCHITECTS AND ENGINEERS WHO PREPARED THIS DRAWING FOR REUSE ON ANOTHER PROJECT SITE OR AT A LATER TIME SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE PREPARERS AND MAY BE CONTRARY TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

2026.02.12 09:40:52-06'00'

	TITLE	DATE
	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

COVER SHEET

SHEET: C1.0

2026.02.12

Feb 12,2026-10:09am - User mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\ 12-25-80012-SHEET.dwg

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE EXISTING CONDITIONS OF THE SITE TO VERIFY ALL CHARACTERISTICS THAT ARE PRESENT. HE/SHE SHALL UNDERSTAND THE DEMOLITION AREA(S) AND THE REQUIREMENTS FOR REMOVAL FOR ITEMS SUCH AS BUT NOT LIMITED TO: PAVEMENT, SURFACE STRUCTURES, VEGETATION, TREES, UTILITIES (ABOVE & BELOW GROUND), DRAINAGE OUTFALLS, ETC. VERIFICATION OF LOCATIONS AND ELEVATIONS OF EXISTING DRAINAGE AND UTILITIES (WATER, SEWER, POWER, TELEPHONE, CABLE, GAS, ETC.) AND ALL POINTS OF PROPOSED CONNECTIONS SHALL BE CONDUCTED BY CONTRACTOR PRIOR TO CONSTRUCTION. POTENTIAL CONFLICTS BETWEEN EXISTING AND PROPOSED FEATURES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES IN THESE CONSTRUCTION PLANS ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION. PRIOR TO THE START OF ANY CONSTRUCTION IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ALL PROTECTION OR RELOCATION TO THESE UTILITIES WITH OWNER OF THE UTILITY. CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER DISCOVERED, SHOWN ON THE PLANS, OR LOCATED BY THE UTILITY COMPANY. ANY DELAY OR INCONVENIENCE CAUSED TO CONTRACTOR BY THE PROTECTION OR RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL WITH NO ADDITIONAL COMPENSATION ALLOWED. CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN AND MAKE VERIFIED BIDS. IF ANY DISCREPANCIES IN QUANTITIES ARE FOUND, CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRS AND RESTORATION OF ANY PRIVATE OR PUBLIC PROPERTY AFFECTED BY CONSTRUCTION WORK. AT NO ADDITIONAL COST CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO PROPERTY TO A CONDITION EQUAL TO OR BETTER THAN EXISTING, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY CONTRACTOR. CONTRACTOR SHALL UTILIZE A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE TO LOCATE AND FLAG ALL PROPERTY CORNERS THREE (3) TIMES, PRIOR TO CONSTRUCTION AND FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO HAVE PROPERTY CORNERS THAT HAVE BEEN LOST DURING CONSTRUCTION RE-ESTABLISHED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE. ALL (P.R.M'S) IRONS AND MONUMENTS SHOWN ON THE PLANS OR FOUND WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PRESERVED AND PROTECTED. IF PROTECTED IRONS AND MONUMENTS ARE DESTROYED OR UNDER IMMEDIATE THREAT DURING CONSTRUCTION, ENGINEER OF RECORD SHALL BE NOTIFIED IMMEDIATELY.
3. CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS, REPORTS, AND PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR READING, UNDERSTANDING, AND OBTAINING CLARIFICATIONS FOR ALL DRAWINGS, REPORTS, PERMITS, AND APPROVAL CONDITIONS. CONTRACTOR IS ALSO RESPONSIBLE FOR COMPLYING WITH LOCAL AHJ REQUIREMENTS TO DEPICT, DOCUMENT, AND CERTIFY FIELD CHANGES MADE, AND AT OWNER'S OR ENGINEER'S REQUEST, CONTRACTOR SHALL PROVIDE APPROPRIATE DOCUMENTATION THAT ALL PERMIT REQUIREMENTS HAVE BEEN ADHERED TO.
4. CONTRACTOR SHALL FILE A NOTICE OF INTENT WITH APPLICABLE AHJ'S A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
5. CONTRACTOR SHALL SOD ALL DISTURBED AREAS UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLANS. SODDING INSTALLATION SHALL MEET OR EXCEED THE LANDSCAPE PLAN AND/OR AHJ SPECIFICATIONS. ALL SOD IS TO BE MAINTAINED AND IRRIGATED BY CONTRACTOR UNTIL DEEMED ACCEPTED BY OWNER, REGULATORY AGENCIES, AND ENGINEER OF RECORD, ANY WASHOUTS, REGRADING, RESODDING, VEGETATIVE RE-ESTABLISHMENT WORK, AND OTHER REQUIRED SITE STABILIZATION WILL BE PERFORMED AT NO ADDITIONAL COST BY CONTRACTOR UNTIL THE STABILIZED SITE IS ACCEPTED BY THESE PERSONNEL IN WRITING.
6. CONTRACTOR TO PROVIDE THE REQUIRED AND APPROPRIATE EROSION AND SEDIMENTATION CONTROL MEASURES FOR THE CONSTRUCTION SITE AND POINTS OF STORMWATER DISCHARGE DURING ALL CONSTRUCTION ACTIVITIES. EROSION AND SEDIMENTATION PROTECTIONS ARE TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS, LANDSCAPING BEDS, OR SUITABLE PERMANENT EROSION PROTECTION TREATMENT. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH APPROVED STORMWATER POLLUTION PREVENTION AND EROSION CONTROL PLANS.
7. CONTRACTOR SHALL COMPLY WITH AND ENFORCE ALL WORK SITE SAFETY REGULATIONS AND BEST PRACTICES TO PROTECT THE PUBLIC AND CONSTRUCTION WORKERS DURING CONSTRUCTION AND MAINTENANCE OF THIS CONSTRUCTION SITE. THESE DRAWINGS DO NOT INCLUDE INSTRUCTIONS TO CONTRACTOR REGARDING SAFETY.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING INSTALLED.
9. CONTRACTOR SHALL MAINTAIN ANY REQUIRED ACCESS TO ADJACENT PROPERTIES.
10. OWNER SHALL ACQUIRE ALL TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR PRIVATE WORK RELATED TO THE PROJECT. NO WORK WILL BE PERFORMED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION OF THE AFFECTED PROPERTY OWNER.
11. CONTRACTOR SHALL COORDINATE MOBILIZATION AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
12. CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH, AND IN ACCORDANCE WITH, REGULATIONS AND WRITTEN PERMISSIONS OF THE AUTHORITIES CONCERNED.
13. SIGNS AND TRAFFIC CONTROL DEVICES TO FOLLOW THE GUIDELINES OF THE MUTCD AND/OR LOCAL AHJ.
14. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND ENGINEER IN THE EVENT THERE ARE DISCREPANCIES DETERMINED BETWEEN PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A MAINTENANCE OF TRAFFIC CONTROL PLAN (TCP) IF REQUIRED FOR ANY CONSTRUCTION ACTIVITIES LOCATED WITHIN PUBLIC RIGHT-OF-WAY.

SITE NOTES:

1. ASPHALT CONCRETE SURFACE AND BASE COURSE MATERIALS SHALL MEET OR EXCEED SPECIFICATIONS AS DETAILED IN THE PLANS, GEOTECH REPORT, OR AS SPECIFIED BY THE STATE OR LOCAL JURISDICTION, WHICHEVER IS MOST STRINGENT.
2. CONTRACTOR SHALL UTILIZE AN INDEPENDENT TESTING LABORATORY, SELECTED AND PAID FOR BY CONTRACTOR, AND APPROVED BY OWNER AND ENGINEER, TO PERFORM CONSTRUCTION TESTING OF SOIL COMPACTION, IN-PLACE ASPHALT COURSES, AND CONCRETE STRENGTH FOR COMPLIANCE WITH SPECIFICATIONS. REQUIREMENTS FOR THICKNESS AND SURFACE SMOOTHNESS AS SPECIFIED IN THE PLANS.
3. CURBS MUST BE CAULKED BEFORE BACKFILLING AND STREET PAVING ACCORDING TO AHJ SPECIFICATIONS. THAT ARE ACCEPTABLE TO THE AHJ.
4. CONCRETE PIPE SHALL MEET LOCAL JURISDICTION OR DOT SPECIFICATIONS. NO DAMAGED OR REPAIRED PIPE IS ALLOWED.
5. CONCRETE PAVING AND STRUCTURES SHALL CONFORM TO PLANS AND LOCAL AHJ SPECIFICATIONS. DISCREPANCIES IN SPECIFICATIONS SHALL BE RESOLVED BY USING THE MOST STRINGENT SPECIFICATIONS.

DEMOLITION NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES FOR REMOVALS AND RELOCATIONS OF THE RESPECTIVE UTILITIES AS NOTED ON THE PLANS. CONTRACTOR SHALL VERIFY THAT ALL WORK COMPLETED BY UTILITY COMPANIES IS CONSISTENT WITH THE PLANS AND SHALL NOTIFY OWNER AND ENGINEER OF RECORD IF NOT.
2. CONTRACTOR SHALL OBTAIN ALL PERMITS FOR PROPER DISPOSAL OF MATERIALS RESULTING FROM CONSTRUCTION, CONSISTENT WITH PLAN APPROVAL CONDITIONS, AND AS REQUIRED BY THE AHJ. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.
3. CONTRACTOR SHALL ENSURE THAT UTILITY SERVICE LINES REQUIRED TO BE ACTIVE DURING CONSTRUCTION, ABOVE AND BELOW GROUND, ARE MAINTAINED AND OPERATIONAL THROUGHOUT THE DURATION OF CONSTRUCTION.
4. CONTRACTOR SHALL ENSURE THAT APPURTENANCES NOTED TO BE REMOVED, ARE REMOVED IN THEIR COMPLETENESS, UP TO AND INCLUDING THE ABOVE GROUND AND BELOW GROUND APPURTENANCES, POLES, STRUCTURES, BOXES, PIPING, ENCASEMENTS, OR WIRING AS DIRECTED ON THE PLANS. CONTRACTOR IS RESPONSIBLE FOR CLARIFYING LIMITS OF DEMOLITION WITH OWNER AND ENGINEER OF RECORD.
5. CONTRACTOR SHALL BACKFILL EXCAVATIONS RESULTING FROM DEMOLITION WORK THAT MEETS OR EXCEEDS THE REQUIREMENTS FOR FILL OUTLINED IN THE PROJECT GEOTECHNICAL REPORT.
6. CONTRACTOR SHALL OBTAIN ALL PERMITS FOR PROPER REMOVAL AND ABATEMENT OF ASBESTOS AND ALL OTHER HAZARDOUS MATERIALS. CONTRACTOR SHALL REMOVE, ABATE, AND DISPOSE OF ALL HAZARDOUS MATERIALS IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.

PAVING, GRADING AND DRAINAGE NOTES:

1. THE CONSTRUCTION AREA SHALL BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL AND ORGANIC MATTER FROM AREAS TO BE OCCUPIED BY BUILDING AND PAVEMENT. TOPSOIL FOR REPLACEMENT ON SLOPES MAY BE STOCKPILED ON SITE WITH APPLICATION OF REQUIRED EROSION CONTROLS.
2. AREAS TO RECEIVE FILL SHALL BE SCARIFIED AND THE TOP 8 INCH DEPTH COMPACTED TO 95% STANDARD PROCTOR OF THE MAXIMUM LABORATORY DENSITY OR IN ACCORDANCE WITH GEOTECH REPORT. UNSUITABLE AREAS SHALL BE UNDERCUT AND REPLACED WITH SUITABLE MATERIAL BEFORE FILL MATERIAL CAN BE APPLIED. IN AREAS OF EXCAVATION, IF UNSUITABLE SOILS ARE ENCOUNTERED, A QUALIFIED GEOTECHNICAL ENGINEER SHALL RECOMMEND TO OWNER AND CONTRACTOR ON THE METHODS OF UNDERCUTTING AND REPLACEMENT OF PROPERLY COMPACTED, APPROVED FILL MATERIAL. PROOF-ROLLING AND UNDERCUTTING SHALL BE PERFORMED DURING A SUFFICIENT DURATION OF DRY WEATHER.
3. OFF-SITE FILL MATERIAL SHALL BE SUITABLE AND MEET OR EXCEED THE REQUIREMENTS IN THE PROJECT GEOTECHNICAL REPORT AND SHALL BE FREE FROM UNSUITABLE MATERIAL.
4. AREAS THAT ARE CUT TO SUBGRADE LEVELS SHALL BE PROOF-ROLLED TO DETECT UNSUITABLE SOILS. CUT AREAS ARE TO BE SCARIFIED AND RECOMPACTED TO 95% STANDARD PROCTOR AND TESTED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.
5. CONTRACTOR SHALL TEMPORARILY STABILIZE GRADED AND OTHERWISE DISTURBED AREAS WITHIN 15 DAYS, OR WITHIN TIMEFRAMES SET BY THE AHJ, WHICHEVER IS MORE STRINGENT, AFTER GRADING OR DISTURBANCE ACTIVITY HAS CEASED IN THAT AREA.
6. STORM SEWER PIPE CONNECTIONS TO STRUCTURES SHALL BE GROUTED TO ENSURE ALL CONNECTIONS AT STRUCTURES ARE WATER TIGHT.
7. SOIL STOCK PILES OF IMPORTED FILL SHALL BE LIMITED TO 10– FOOT VERTICAL HEIGHT UNLESS APPROVED BY ENGINEER OF RECORD. CONTRACTOR SHALL PROVIDE A REQUEST FOR SUCH STOCK PILES WITH INFORMATION DEMONSTRATING PROPOSED SLOPE STABILITY, ADEQUATE EROSION CONTROLS, AND DRAINAGE CONTROLS.
8. CONTRACTOR SHALL PLACE EXPANSION JOINTS BETWEEN CONCRETE PAVING TRANSITIONS.
9. CONTRACTOR TO PROVIDE 45° CHAMFERED SHAPE AT CORNERS OF CONCRETE PAVING TO INCLUDE CONTROL JOINTS AT TRANSITIONS TO ABUTTING PAVEMENTS, UNLESS OTHERWISE SPECIFIED ON PLAN DETAILS - SEE DETAILS.
10. CONTRACTOR SHALL SUBMIT FOR APPROVAL TO ENGINEER OF RECORD, SHOP DRAWINGS ON ALL PROPOSED PRECAST AND MANUFACTURED STRUCTURES. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY CONTRACTOR SIGNATURE PRIOR TO SUBMITTAL TO ENGINEER OF RECORD. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
11. PROPOSED DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC– RATED FOR H-20 LOADINGS.
12. PIPE LENGTHS SHOWN ARE THE MINIMUM REQUIRED TO THE INSIDE FACE OF THE DRAINAGE STRUCTURE OR END OF MITERED END SECTION.
13. CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT. CONTRACTOR SHALL FLUSH EXISTING AND PROPOSED ONSITE STORM DRAIN PIPES AND STRUCTURES WITHIN WORK AREAS AS NEEDED DURING CONSTRUCTION TO PREVENT DEBRIS ACCUMULATION AND BLOCKAGE. DRAINAGE INFRASTRUCTURE IS TO BE CLEAR OF DEBRIS PRIOR TO CONTRACTOR'S REQUEST FOR ENGINEER'S FINAL INSPECTION. DEBRIS FROM FLUSHING IS TO BE CAPTURED, COLLECTED, AND REMOVED FROM SITE TO BE DISPOSED IN A PERMITTED AND APPROVED LOCATION. CONTRACTOR SHALL PUMP DRAINAGE SYSTEM DRY FOR FINAL INSPECTION ACCORDING TO AHJ REQUIREMENTS.
14. CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OR THE ARCHITECTURAL BARRIERS ACT (ABA) AS APPLICABLE TO THE PROJECT. HANDICAP ACCESSIBLE SIDEWALK RAMPS SHALL BE CONSTRUCTED PER PLAN AND LOCAL AHJ STANDARDS.
15. DELETERIOUS SUBSTANCE MATERIAL, (I.E. MUCK, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, AS DIRECTED BY ENGINEER OF RECORD, OR AS DESCRIBED BY THE PROJECT SOIL TESTING COMPANY, WITH OWNER APPROVAL. DELETERIOUS MATERIAL IS TO BE REMOVED FROM THE SITE TO A PERMITTED AND APPROVED LOCATION, AND SUCH EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
16. CONTRACTOR IS TO PROVIDE A ½" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE TO ANY BUILDING, STRUCTURE, OR UTILITY SERVICE PAD.
17. GREEN OPEN SPACE ELEVATIONS SHOWN ARE TO TOP OF SOD WITH ASSUMED 2" SOD THICKNESS. CONTRACTOR IS THEREFORE TO PREPARE SODDED AREAS TO A GRADE 2" BELOW OVERLAND FINISHED GRADES AND 2" BELOW ABUTTING PAVEMENT AND CURBING EDGES BEFORE LAYING SOD, OR INSTALLING LANDSCAPED MULCH BEDS. ALL AREAS TO BE GRADED AND SODDED MUST DRAIN WITHOUT ANY PONDING. CONTRACTOR WILL BE REQUIRED TO REGRADE AND RESOD ANY AREAS WHICH ARE PONDING OR DO NOT ACHIEVE POSITIVE DRAINAGE.
18. CONTRACTOR IS REQUIRED TO ADJUST SURFACE COVERS (VALVE COVERS, HANDHOLE BOXES, METER PITS, MANHOLE RIMS, ETC.) AS NECESSARY TO MATCH FINISHED GRADE SMOOTH IN LINE AND GRADE. ADJUSTMENTS SHALL BE MADE IN ACCORDANCE WITH THE PLANS AND LOCAL AHJ REQUIREMENTS.
19. BACKFILL MATERIAL SHALL BE COMPACTED TO THE PLANS AND PROJECT GEOTECHNICAL SPECIFICATIONS AROUND PIPES IN 6" LIFTS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP AND ONE FOOT BELOW BOTTOM OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE FILLED IN 12" MAXIMUM LIFTS AND COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99, MODIFIED PROCTOR. OTHER AREAS TO BE FILLED SHALL ADHERE TO GEOTECHNICAL REQUIREMENTS ON IMPORTED FILL.
20. DRAINAGE AND UTILITY LINE CLEAN OUT ACCESS PORTS IN HARDSCAPE AREAS SHALL HAVE HEAVY DUTY ADA– COMPLIANT RIMS, LIDS, AND COVERS SET FLUSH WITH ADJACENT GRADES; LIDS IN NON-HARDSCAPE LANDSCAPED AREAS SHALL BE PLACED IN A 2'X2' SQUARE 4" THK. CONCRETE PAD.
21. CONTRACTOR SHALL COMPACT PERIMETER BERMS AND POND EMBANKMENTS THAT WILL SUPPORT STRUCTURES TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY (MODIFIED PROCTOR) UNLESS OTHERWISE SPECIFIED BY ARCHITECT OR GEOTECHNICAL ENGINEER. FOR ALL OTHER AREAS, CONTRACTOR SHALL COMPACT BERMS AND EMBANKMENTS TO 90 PERCENT OF MAXIMUM DRY DENSITY (MODIFIED PROCTOR) IN ACCORDANCE WITH ASTM D1557. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED GEOTECHNICAL TEST REPORTS CERTIFYING THAT PLACED EMBANKMENTS ARE COMPACTED TO THE FULL DEPTH OF FILL.
22. SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE PLANS, THE FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OR MUTCD OF THE AHJ AS APPLICABLE. ONSITE PAVEMENT MARKINGS SHALL BE PERMANENT REFLECTIVE TRAFFIC PAINT MEETING PROJECT SPECIFICATIONS AND LOCAL AHJ REQUIREMENTS UNLESS OTHERWISE NOTED. HANDICAP ACCESSIBLE REQUIREMENTS FOR SIGNAGE AND STRIPING WILL BE PER THE LATEST ADA/ABA CRITERIA USING THE APPROPRIATE TRAFFIC PAINT COLORS.

UTILITY NOTES:

1. UNLESS OTHERWISE NOTED, UTILITY RELATED CONSTRUCTION, MATERIALS, TESTING AND RECORD KEEPING SHALL CONFORM TO ALL APPLICABLE AHJ STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR IS TO CONTACT THE UTILITY COMPANY AND ENGINEER OF RECORD TO ARRANGE AND SCHEDULE A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION.
3. FOR GRAPHIC CLARITY, NOT ALL FITTINGS ARE DEPICTED ON THE PLANS. THE UTILITY LINE ALIGNMENTS AND CONFIGURATIONS ARE SHOWN FOR LOCATION AND SIZE. PROPOSED WATERMAIN AND SEWER FORCEMAIN FITTINGS ARE SHOWN AT SIGNIFICANT BENDS IN MAINS. ADDITIONAL FITTINGS MAY BE REQUIRED TO BEND MAINS AS SHOWN. ADDITIONAL FITTINGS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE INSTALLATION OF MAINS AND NO ADDITIONAL PAYMENT WILL BE MADE FOR ADDITIONAL FITTINGS. CONTRACTOR MAY DEFLECT PROPOSED MAINS TO ROUTE PIPES AS SHOWN, HOWEVER NO DEFLECTIONS SHALL EXCEED THE ALLOWABLE DEFLECTION LIMITS SET FORTH BY PIPE MANUFACTURERS.
4. UTILITY PIPE LENGTHS, NOT DRAINAGE, ARE APPROXIMATE AND ARE MEASURED CENTER TO CENTER.
5. CLEAN-OUTS AND VALVE COVERS SHALL BE OF HEAVY DUTY TYPE CASTINGS AND CONSTRUCTION WHEN LOCATED IN PAVEMENTS SET IN A CONCRETE PAD OR COLLAR. COVERS SHALL BE SET FLUSH WITH SURROUNDING PAD OR COLLAR, AND PAD OR COLLAR SET FLUSH WITH FINISHED GRADE.
6. SHOP DRAWINGS FOR WATER AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
7. IF CONTRACTOR CHOOSES TO IMPLEMENT APPURTENANCES OR TECHNIQUES SUCH AS TRENCH BOXES, SHEET PILING, DEWATERING, FLATTEN TRENCH SLOPES, ETC. TO FACILITATE CONSTRUCTION, THESE ITEMS SHALL BE INCORPORATED INTO THE BASE BID COST FOR EACH ITEM SUCH THAT NO ADDITIONAL COMPENSATION WILL BE PAID BY OWNER.
8. CONTRACTOR IS REQUIRED TO ADJUST EXISTING AND PROPOSED VALVE BOXES, MANHOLE RIMS, ETC. AS NECESSARY TO MATCH FINISHED GRADES. ADJUSTMENTS SHALL BE MADE IN ACCORDANCE WITH THE PLANS AND AHJ SPECIFICATIONS.
9. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, ATTACH PIPE TO, CONNECT HOSE TO, OR TAP WATER SUPPLIES FOR CONSTRUCTION UNLESS DULY AUTHORIZED TO DO SO BY THE AHJ AND WITH WRITTEN PERMISSION FROM THE WATER SUPPLY OWNER. CONTRACTOR IS RESPONSIBLE AND LIABLE FOR ALL ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF WATER SERVICE TO THE PUBLIC, OR TO PRIVATE WATER SUPPLY OWNERS. HFA AND OWNER ARE TO BE HELD HARMLESS.
10. CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS FOR ALL TRENCHING, BACKFILLING AND PIPE LAYING.
11. CONTRACTOR SHALL ENSURE THAT CONSTRUCTED UTILITIES ARE VERIFIED INSTALLED, INSPECTED, AND TESTED PER AHJ REQUIREMENTS.
12. CONTRACTOR SHALL MAINTAIN MINIMUM HORIZONTAL AND VERTICAL SEPARATIONS BETWEEN WATER, SEWER, DRAINAGE, ELECTRICAL, GAS, CONDUITS, WIRES AND ANY OTHER UNDERGROUND UTILITIES AS DEPICTED IN PLANS OR DISCOVERED, PER UTILITY OWNER AND AHJ REQUIREMENTS.
13. CONTRACTOR SHALL COORDINATE LOCATION AND MARKING OF EXISTING WIRES AND CONDUITS WITH UTILITY PROVIDERS AND SHALL COORDINATE CONSTRUCTION OF PROPOSED WIRES AND CONDUITS.
14. WATERMAIN AND SEWER FORCEMAIN BENDS AND FITTINGS SHALL BE CONSTRUCTED WITH RESTRAINED JOINTS, THRUST BLOCKING, OR APPROVED EQUAL PER AHJ SPECIFICATIONS.
15. EACH GOVERNING AHJ SHALL BE NOTIFIED NO LESS THAN 48 HOURS PRIOR TO THE INSTALLATION OF PUBLIC UTILITIES, INFRASTRUCTURE, ROADWAY, ETC. TESTING SHALL BE COORDINATED BY CONTRACTOR WITH THE AHJ, AND CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD OF UTILITY ACCEPTANCES BY AHJ.
16. CONTRACTOR SHALL INSTALL OVERHEAD UTILITIES TO MEET OR EXCEED REQUIRED AHJ CLEARANCE HEIGHTS ABOVE FINISHED GRADE. IF CONSTRUCTED CLEARANCE IS LESS THAN 16.5', OR LESS THAN REQUIRED AHJ CLEARANCE, CONTRACTOR SHALL CONTACT UTILITY, OWNER, AND ENGINEER OF RECORD. HFA IS NOT RESPONSIBLE FOR ANY DAMAGE TO OVERHEAD UTILITIES.
17. CONTRACTOR IS RESPONSIBLE FOR UTILITY COORDINATION, NOTIFICATION, AND SCHEDULING OF ALL PARTIES FOR CONSTRUCTION, TESTING, INSPECTION, AND CERTIFICATION.
18. CONTRACTOR SHALL NOTIFY AND DOCUMENT NOTIFICATION TO UTILITY OWNERS AND AGENCIES NOT LESS THAN (2) FULL BUSINESS DAYS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION. UTILITY OWNERS AND AGENCIES ARE LISTED ON THE COVER SHEET. NOTICE OF INTENT TO START CONSTRUCTION SHALL ALSO BE SENT TO ALL AVAILABLE INTER-AGENCY NOTIFICATION SYSTEMS THAT MAY EXIST, SUCH AS 811 ONE-CALL, MISS UTILITY, DIG SAFE, ETC. HFA AND OWNER ARE NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES.

EROSION CONTROL NOTES:

1. WASH WATER FROM CLEANING CONCRETE TRUCKS, CONSTRUCTION VEHICLES, CONSTRUCTION EQUIPMENT, ETC. SHALL BE COLLECTED, DETAINED, AND PROPERLY TREATED OR DISPOSED ACCORDING TO AHJ DETAILS AND SPECIFICATIONS.
2. CONTRACTOR SHALL DEFINE AND DEPICT PLAN SHEET LAYOUTS OF ONSITE AND OFFSITE AREAS FOR THE TEMPORARY PARKING AND STORAGE AREAS, EQUIPMENT FUELING, MAINTENANCE, AND CLEANING AREAS, AND AREAS FOR PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
3. CONTRACTOR WILL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BMPS SHALL BE IMPLEMENTED AS NECESSARY TO MAINTAIN AHJ STANDARDS FOR STORMWATER RUNOFF AS THE PROJECT PROGRESSES AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. CONTRACTOR SHALL INSPECT, REPAIR, ADJUST, AND ADD EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION AS NECESSARY TO MAINTAIN EFFECTIVE EROSION CONTROLS FOR ALL POINTS OF DISCHARGE.
5. CONTRACTOR SHALL VERIFY TEMPORARY STABILIZATIONS ARE EFFECTIVE AT THE END OF EACH WORKING DAY. THIS INCLUDES MAINTENANCE AND REPAIR OF PERIMETER CONTROLS, BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
6. WHEN TEMPORARILY STABILIZATION IS REQUIRED, AFTER 15-DAYS OF INACTIVITY, AND WHEN TRANSITIONING TO PERMANENT STABILIZATION, CONTRACTOR SHALL PROVIDE COMPLETE AND UNIFORM STABILIZATION COVERAGE THAT MINIMIZES EROSION AND SEDIMENT-LADEN RUNOFF ACCORDING TO THE FOLLOWING, OR AS SPECIFIED BY THE AHJ:
   A. ZERO TO 10% SLOPES: TEMPORARY RE-VEGETATION SHALL BE A MINIMUM OF SEEDING AND MULCHING. PERMANENT STABILIZATION IS WITH SOD.
   B. 10:1 UP TO 4:1 SLOPES: TEMPORARY RE-VEGETATION SHALL BE A MINIMUM OF HYDRO-SEEDING WITH MULCH AND FERTILIZER, SOD, OR GROUNDCOVER. PERMANENT STABILIZATION IS WITH SOD.
   C. 4:1 TO 3:1 GRADE: THE TEMPORARY SLOPE SHALL BE COVERED WITH LANDSCAPE FABRIC AND HYDRO-SEEDED WITH MULCH AND FERTILIZER. PERMANENT STABILIZATION IS WITH STAKED SOD, OR GROUNDCOVER PLANTINGS IN ACCORDANCE WITH THE LANDSCAPING PLAN.
   D. GREATER THAN 3:1 GRADE: ANY TEMPORARY GRADES GREATER THAN 3:1 SHOULD NOT BE LEFT DENUDED OR UNSTABILIZED FOR MORE THAN 15 DAYS, SHOULD BE INSTEAD BROUGHT TO FINISHED GRADE WITH COMPACTION AS EARLY AS FEASIBLE, AND STABILIZED WITH ONE OF FOLLOWING, AS APPROVED BY ENGINEER OF RECORD:
1. TURF REINFORCEMENT MATTING; CRIBBING WITH LANDSCAPE FABRIC; TERRACING WITH GROUNDCOVER; RIPRAP; STAKED SOD (UP TO 2:1 SLOPE). IF CRIBBING, TERRACING, OR RIPRAP IS USED, THE SLOPE'S STABILITY AND RESISTANCE TO EROSION MUST BE EQUIVALENT TO OR BETTER THAN ITS PREDEVELOPMENT STATE.
2. RETAINING WALL PER APPROVED PLANS.
7. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL WHERE DRY CONDITIONS GENERATE NUISANCE AIRBORNE DUST TRANSPORTING OFF THE SITE. IN SUCH CONDITIONS, CONTRACTOR SHALL DEVELOP A PLAN FOR SPRAYING WATER AS DUST CONTROL OR EMPLOY OTHER METHODS CONSISTENT WITH THE SWPPP.
8. A STABILIZED STONE CONSTRUCTION ENTRANCE/EXIT IS REQUIRED ON CONSTRUCTION SITES. EACH CONSTRUCTION ENTRANCE/EXIT MUST BE ACCORDING TO AHJ DETAILS AND SPECIFICATIONS, OR AT LEAST 20' WIDE BY 50' LONG BY 6" THICK LAYER OF STONE (MINIMUM AVERAGE STONE DIAMETER OF 3") STABILIZED BY HEAVY DUTY GEOTEXTILE FABRIC UNDERLAYMENT. IF THE TEMPORARY CONSTRUCTION ENTRANCE/EXIT IS AT AN EXISTING CURB, TEMPORARY WOODEN RAMPS ARE ACCEPTABLE, BUT LOOSE MATERIAL SUCH AS FILL DIRT OR GRAVEL SHALL NOT BE USED TO RAMP UP FROM THE STREET.
9. CONTRACTOR IS RESPONSIBLE FOR MINIMIZING DEBRIS, MUD AND SOIL IN THE PUBLIC WAY AND SHALL IMMEDIATELY CLEAN SUCH DEBRIS TRACKED ONTO PUBLIC STREETS FROM THE CONSTRUCTION SITE VIA SWEEPING OR OTHER METHODS OF PHYSICAL REMOVAL. DEBRIS, MUD, OR SOIL IN THE STREET MAY NOT BE WASHED OFF THE STREET OR WASHED INTO THE STORM DRAINAGE SYSTEM. CONTRACTOR IS RESPONSIBLE FOR PROTECTING STORM DRAINAGE SYSTEMS DOWNSTREAM OF A DEVELOPMENT SITE FROM DEBRIS, MUD, OR SOIL USING ADDITIONAL INLET PROTECTION METHODS AT INLETS RECEIVING DIRECT RUNOFF, IF NOT DEPICTED ON THE PLANS.
10

Permit General Notes:

1. All meters shall be installed off of ALDOT Right-of-Way.
2. All manholes, valve boxes, and hand holes should be flush with existing ground.
3. Applicant shall contact the District Administrator 48 hours prior to beginning work on ALDOT Right-of-Way. The District Administrators are as follows:

Area- 9
(91) Mobile County – David A. Hollowell, (251) 470-8219
(92) Baldwin County – Jason Shaw, P.E. (251) 937-2086
(93) Escambia and Conecuh Counties – Tammy W. Evers, (251) 578-7546

4. The Engineer of Record shall promptly write an As-Built Certification letter to the District Administrator requesting an inspection upon completion of the permitted work. Any punch list items shall be completed prior to Provisional Acceptance of work.

5. Bonds submitted for permits shall be held for a (1) one-year Maintenance Period which begins on the Provisional Acceptance date issued by the Department. During this time any failures, deficiencies, or maintenance care shall be the responsibility of the applicant. At the end of the Maintenance Period the applicant or Engineer of Record shall submit a bond release request letter to the District Administrator, bonds are not released without request.

6. All traffic control shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)

7. Onsite Representatives & Contact Information: Mike Tierney - mtierney@transcendentbrandco.com - 508-561-4903

8. Onsite representatives will have on hand, at all times:
(1) Approved permit and plans stamped by the Region Engineer
(2) Traffic Control Plans
(3) Erosion Control Plans

9. All disturbed areas on ROW shall receive 4" of topsoil and be sodded or seeded as directed by the Department.

10. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.

11. Electric power and communication facilities will conform to the current applicable National Electrical Safety Code.

12. A Best Management Plan shall at minimum return all exposed areas to original or better condition and require stand of grass and/or sod before acceptance. Silt fence and any other erosion control items needed shall be used to prevent erosion. (NO HAYBALES ARE ALLOWED IN ROW)

13. All trees over 4" DBH shall not be cut/removed without written permission from ALDOT.

14. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a maximum of 72 hours to be open before filled.)

15. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built plan of any permitted work in said department's Rights-of-Way (ROW).

16. WARNING: Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the expense of the permit applicant.

17. The total area to be disturbed during construction of this permit: 1.0 acre(s).(On & Off ROW combined).

18. Water lines shall conform to the currently applicable standards of the American Water Works Association.

19. Pressure pipelines shall conform to the currently applicable sections of American National Standards Institute (ANSI).

20. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.

21. All existing utility facilities in the proposed work area shall be physically located both horizontally and vertically.
a. The utility facilities in work area are represented to the best of my knowledge, according to locates provided by 811 and individual due diligence. Engineer Initials GDS

b. 811 Ticket # TBD

22. Any ornamental vegetative landscaping (shrubs, flowers, ornamental grass, etc.) disturbed during construction shall be replaced, transplanted, or sodded by the applicant as directed by the Alabama Department of Transportation District Administrator.

23. All fill material or onsite debris deposited in the right-of-way shall be removed prior to issuance of final acceptance to begin the one-year maintenance period of the permit contract.

24. The applicant shall see that all solid waste (I.E., wood, stumps, etc.) is disposed of in accordance with applicable regulations of the Alabama Department of Environmental Management (ADEM).

25. Property obstructions which are to remain in place, such as historical structures, trees, drains, water or gas pipes, poles, wall, etc., are not to be disturbed unless noted and approved by SHPO, ALDOT, ADEM, EPA, etc.

26. The applicant is responsible to see that streets are cleaned immediately after concrete or other delivery trucks leave the site. Mud and debris are to be kept off streets, and out of inlets, ditches, etc.

27. Fuel tanks shall not be stored on the right-of-way overnight. Vehicles transporting fuel, chemicals, fertilizers, etc. onto right-of-way shall not be left unattended.

28. The applicant or Engineer of Record shall promptly notify ALDOT of any perceived conflicts, ambiguous items or deficiencies in the plans, specifications, general notes, or related contract documents.

29. For work within Interstate ROW, all ingress and egress to worksite shall be from applicant's property. No access shall be gained from the Interstate ROW. Equipment and materials shall not be stored on Interstate ROW.

30. Milepost(s) 2.184 Speed Limit 55 MPH

31. Is drainage/ runoff from this site directed onto state ROW? (circle) YES or (NO) Engineer Initials ___GDS_____

32. Are utility, signal or light pole, related conflicts present or are any relocations required for this project to be constructed as proposed in these plans? (circle) YES or (NO) Engineer Initials ____GDS_____

33. Minimum cover over utilities shall be maintained upon completion of work.
(YES) or NO Engineer Initials _____GDS_____

34. The legal permit applicant is held responsible and liable for all damages, actions, or responsibilities of their appointed contractors, assigns, or appointees.

Brew Horizons, LLC
APPLICANT NAME

mtierney@brew-horizons.com
APPLICANT EMAIL ADDRESS

508-561-4903
APPLICANT PHONE NUMBER

2000 West Park Drive, Suite 130
Westborough, MA 01581
APPLICANT MAILING ADDRESS

2000 West Park Drive, Suite 130
Westborough, MA 01581
MAILING ADDRESS FOR APPROVED PERMIT

11/21/2025
DATE

GARRETT D. SMALL, PE
ENGINEER OF RECORD

479-360-6267
ENGINEER'S PHONE NUMBER

garrett.small@hfa-ae.com
ENGINEER'S EMAIL ADDRESS

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE:
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT 9867 AL-104 (LOT 5) FAIRHOPE, ALABAMA
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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

8	TITLE	DATE
	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

ALDOT NOTES

SHEET: C1.2

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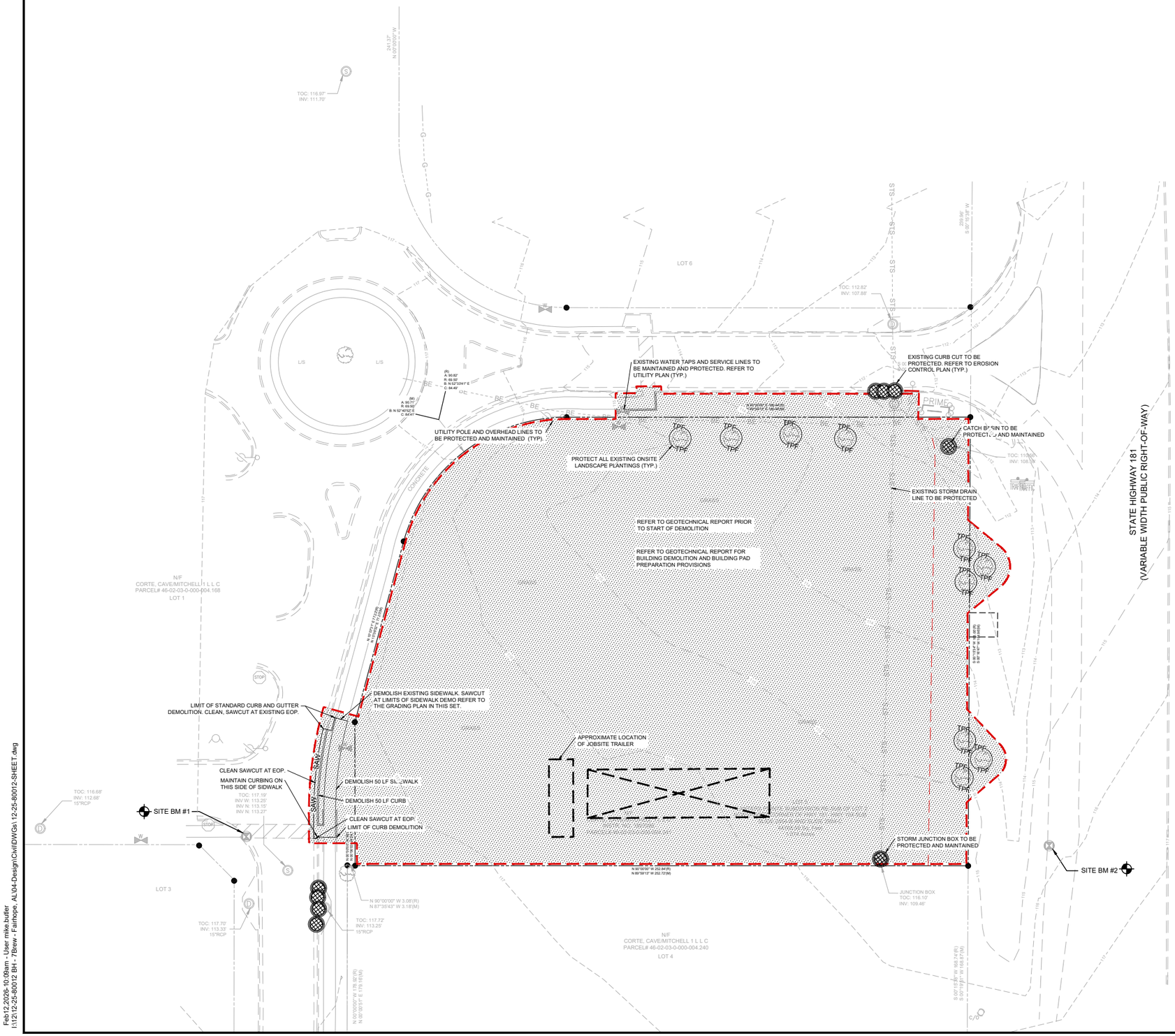

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t 479.273.7780
f 888.520.9685
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N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- LIMIT OF WORK/LIMIT OF DISTURBANCE
- PROTECT EXISTING OPEN GRATE DRAINAGE STRUCTURES. PROVIDE EROSION EELS AROUND STRUCTURES.
- TPF — TREE PROTECTION BOUNDARY

SHEET NOTES

1. REFER TO EROSION CONTROL DETAILS.
2. DUST CONTROL IS TO BE MAINTAINED AT INGRESS/EGRESS TO THE SITE DURING THE LENGTH OF THE PROJECT.
3. TOTAL LIMIT OF DISTURBANCE IS 45,094 SF (1.03 AC).
4. REFER TO EROSION CONTROL PLAN AND LANDSCAPE DETAILS FOR TREE PROTECTION MEASURES.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
- BURIED TELEPHONE
- BURIED CASING/CONDUIT
- BURIED TV
- BURIED CABLE
- BURIED GAS
- OVERHEAD ELECTRIC
- STORM STRUCTURE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- FIRE HYDRANT
- VALVE
- METER
- POWER POLE
- GUY WIRE
- BENCHMARK
- MONUMENT
- LIGHT
- SIGN

SURVEY PROVIDED BY:

US SURVEYORS
4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
800-867-8783 X 201

DATED: JULY 17, 2025

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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

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ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

EXISTING CONDITIONS AND DEMO PLAN

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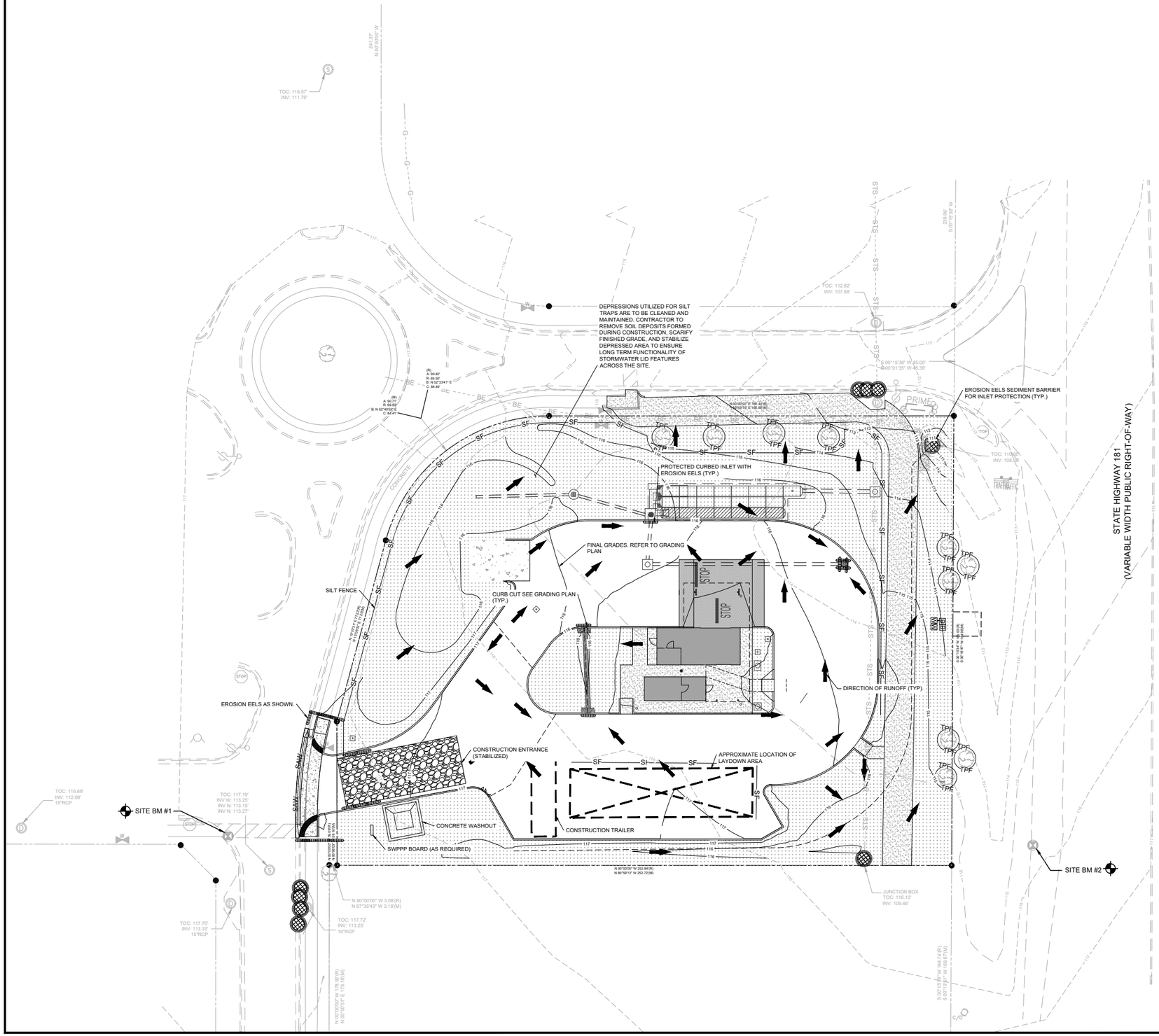

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SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- PROTECT EXISTING OPEN GRADE DRAINAGE STRUCTURES. PROVIDE EROSION EELS AROUND STRUCTURES.
- SF — SILT FENCE
- STABILIZED LANDSCAPE AREAS
- FLOW ARROW

SHEET NOTES

1. PRIOR TO REMOVAL OF EROSION CONTROLS SHOWN FOR PHASE 1, THE FOLLOWING CONDITIONS ARE TO BE MET:
   - 1.1. LANDSCAPE AREAS TO BE SEEDED AND STABILIZED.
   - 1.2. INSTALLATION OF PAVEMENT IS TO BE COMPLETED.
   - 1.3. SILT TRAPS ARE INSPECTED, CLEANED, AND REPLACED AS REQUIRED TO MAINTAIN WORKING CONDITION.
   - 1.4. BUILDING MATERIALS AND MISCELLANEOUS ONSITE MATERIALS HAVE BEEN REMOVED FROM THE SITE.
2. DUST CONTROL IS TO BE MAINTAINED AT INGRESS/EGRESS TO THE SITE DURING THE LENGTH OF THE PROJECT.
3. CONTRACTOR IS TO LEGALLY DISPOSE OF CONSTRUCTION ENTRANCE ONCE CONSTRUCTION IS COMPLETE.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
- BURIED TELEPHONE
- BURIED CASING/CONDUIT
- BURIED TV
- BURIED CABLE
- BURIED GAS
- OVERHEAD ELECTRIC
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- SANITARY CLEANOUT
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DATED: JULY 17, 2025

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7 BREW COFFEE
BREW HORIZONS, LLC.
9887 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

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ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

EROSION CONTROL PLAN

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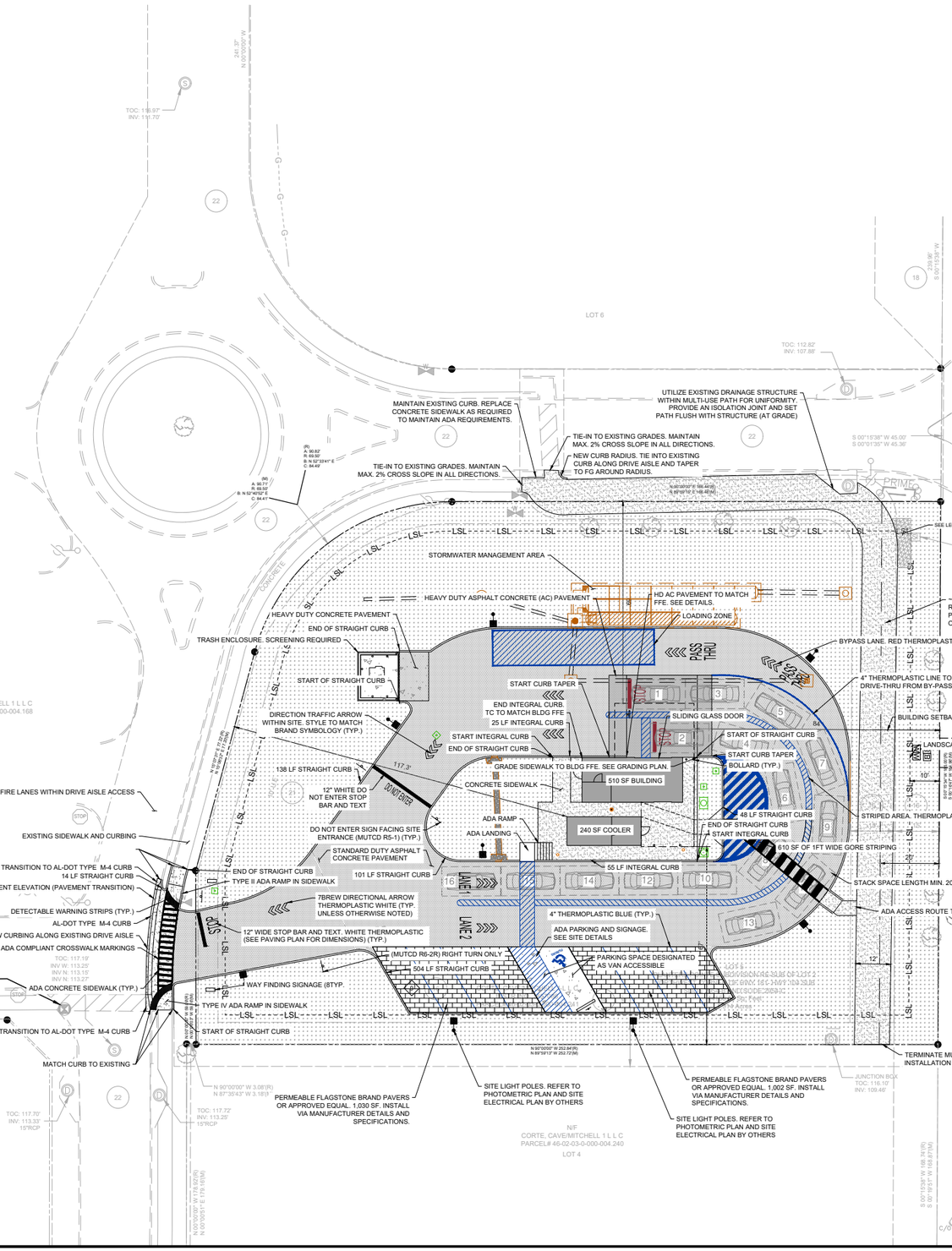
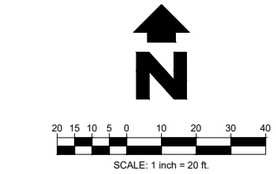
SITE DATA

OVERALL SITE DATA	REQUIRED	PROVIDED
SITE AREA (AC)	-	1.014
BUILDING GFA (SF)	-	44,168
ZONING	GENERAL BUSINESS (B-2)	GENERAL BUSINESS (B-2)
USE	-	SERVICE-RESTAURANT
OVERLAY DISTRICT	NONE	NONE
MIN. LOT WIDTH (FT)	N/A	N/A
MIN. LOT DEPTH (FT)	N/A	N/A
MIN. LOT COVERAGE (SF)	N/A	N/A
MAX. IMPERVIOUS COVERAGE	NONE	58%
FLOOR AREA RATIO (UNO)	N/A	N/A
BUILDING HEIGHT (FT)	30 MAX.	20
SETBACKS	REQUIRED	PROVIDED
FRONT (FT)	20	84
SIDE INTERIOR (FT)	0	67
SIDE CORNER (FT)	0	69
SIDE REAR (FT)	0	117
PARKING (FT)	10	10
BUFFERS	REQUIRED	PROVIDED
LANDSCAPE	10	10
DRIVE THRU STACK	N/A	N/A
SCREENING	REQUIRED	PROVIDED
ALONG PROPERTY LINES	None	None
ONSITE MEP EQUIPMENT	N/A	N/A
TRASH ENCLOSURE/ACCESSORY USE	YES	YES
DRIVE THRU STACKING	REQUIRED	PROVIDED
STACKING SPACE SIZE (FT x FT)	None	10x20
STACKING CUE LENGTH (SPACES)	None	7 (Min.)
FACILITY INGRESS/EGRESS	Per code	Per code
LOCATION WITHIN SITE	Per code	Per code
PARKING	REQUIRED	PROVIDED
TOTAL SPACES (EA.)	5	9
CALCULATION:	1 per 100 SF plus 1	1 per 100 SF plus 1
DRIVE AISLE WIDTH AT STALLS (FT)	14	14
STALL ANGLE - 90 DEGREE (DEG)	N/A	N/A
STALL ANGLE - 60 DEGREE (DEG)	10 x 20 with stops	10 x 20 with stops
PARKING STALL DIMENSIONS (FT x FT)	10 x 20	10 x 20
WHEELSTOP/SPACING PROVISIONS:	Per code	Per code
LOADING SPACE	YES (12'x55')	YES (12'x55')
BICYCLE PARKING	REQUIRED	PROVIDED
BICYCLE PARKING CALC	Per code	Per code
TOTAL SPACES (EA.)	X	X
SIGNAGE	REQUIRED	PROVIDED
SIGNAGE REQUIREMENTS	Per code	Per code





PROPOSED LEGEND

- PROPERTY LINE
- EASEMENTS - SEE SURVEY PLAN SHEET
- PROPOSED 6" CONCRETE CURB (SEE NOTES)
- BUILDING OVERHANG
- ADA PAVEMENT MARKINGS (SEE NOTES)
- PARKING COUNT
- BOLLARD
- WHEEL STOP
- PROPOSED MUTCD SIGNAGE (SEE NOTES)
- PROPOSED PAVEMENT MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
- MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
- PROPOSED STOP BAR LINE PAVEMENT MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
- PROPOSED SEWER CLEANOUT STRUCTURES (SEE UTILITY PLAN)
- GREASE TRAP STRUCTURES (SEE MEP PLUMBING DETAILS)
- APPROXIMATE PROPOSED SITE LIGHT POLE LOCATIONS (SEE ELECTRICAL PLANS)
- MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
- WATER SERVICE STRUCTURES (SEE UTILITY PLAN)
- PROPOSED STANDARD DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED HEAVY DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
- LANDSCAPE AREA (SEE LANDSCAPE PLAN)
- BIODEGRADABLE ROLLED EROSION CONTROL SOIL STABILIZATION PRODUCT.

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
4. REFER TO ARCHITECTURAL PLANS FOR TRASH ENCLOSURE DETAILS.
5. REFER TO GRADING PLAN FOR ADDITIONAL DRAINAGE DETAIL.
6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
- BURIED TELEPHONE
- BURIED CASING/CONDUIT
- BURIED TV
- BURIED CABLE
- BURIED GAS
- OVERHEAD ELECTRIC
- STORM STRUCTURE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- FIRE HYDRANT
- VALVE
- METER
- POWER POLE
- GUY WIRE
- BENCHMARK
- MONUMENT
- LIGHT
- SIGN

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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ.NUMBER: 12-25-80012

2026.03.11 16:13:05 05'00'

ISSUE BLOCK		
	TITLE	DATE
	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	10/10/2025
CHECKED BY:	KFB
DRAWN BY:	MPB

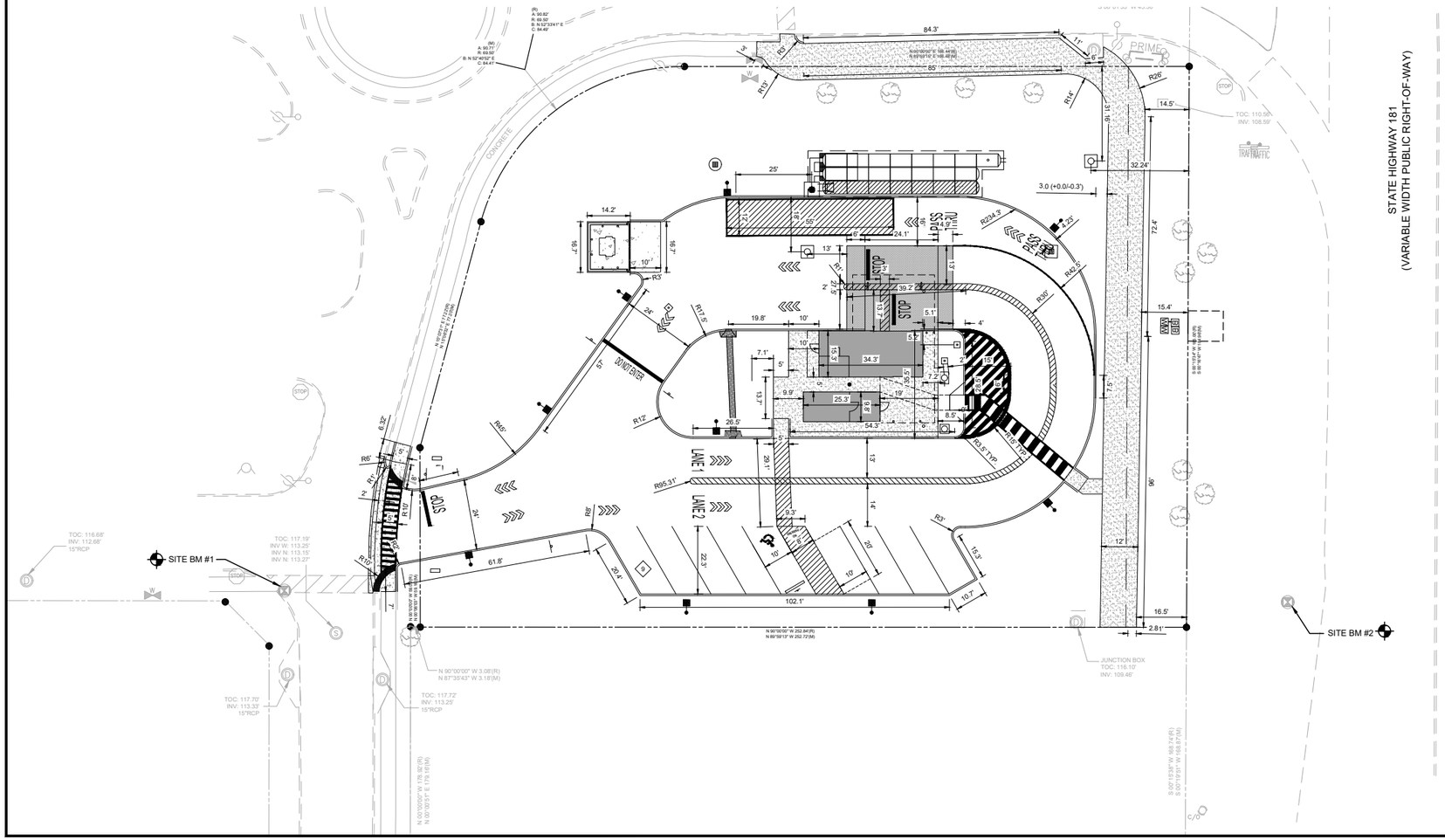
ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

SITE PLAN

SHEET: C4.0

Mar11,2026-2:00pm - User:jill.staugaard
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\ 12-25-80012-SHEET .dwg



N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- EASEMENTS - SEE SURVEY PLAN SHEET
- PROPOSED 6" CONCRETE CURB (SEE NOTES)
- BUILDING OVERHANG
- ADA PAVEMENT MARKINGS (SEE NOTES)
- PARKING COUNT
- BOLLARD
- WHEEL STOP
- PROPOSED MUTCD SIGNAGE (SEE NOTES)
- PROPOSED PAVEMENT MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
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- APPROXIMATE PROPOSED SITE LIGHT POLE LOCATIONS (SEE ELECTRICAL PLANS)
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- PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
- LANDSCAPE AREA (SEE LANDSCAPE PLAN)

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
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6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

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- FORCEMAIN
- REUSE WATERMAIN
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- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
- BURIED TELEPHONE
- BURIED CASING/CONDUIT
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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

2026.02.12 09:41:08-06'00'

	TITLE	DATE
A	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

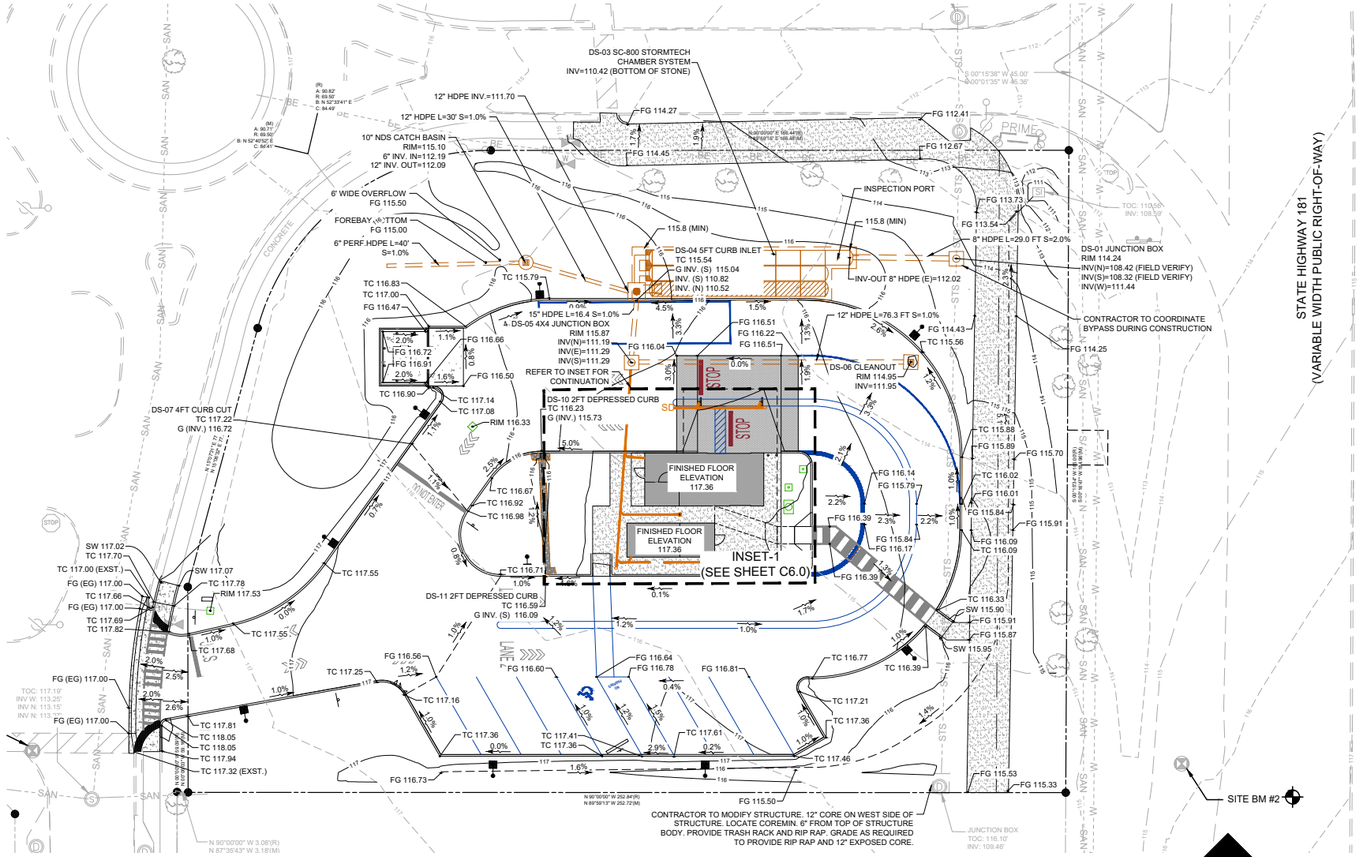
ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

PAVING PLAN

SHEET: C5.0

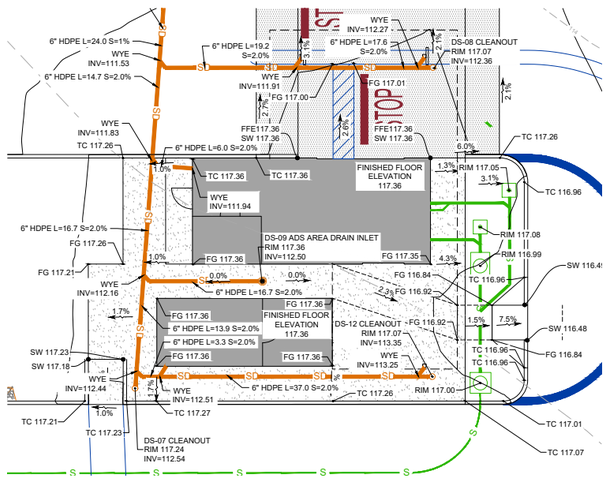
Feb12,2026-10:10am - User: mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012-SHEET.dwg



1 OVERALL GRADING PLAN

SCALE H1:20

SCALE: 1 inch = 20 ft.



2 GRADING INSET-1

SCALE H1:10

SCALE: 1 inch = 10 ft.

PROPOSED LEGEND

XXX	PROPOSED CONTOUR
	BREAKLINE
x%	DRAINAGE SLOPE AND DIRECTION
FG XX.XX	FINISHED GRADE
TC XXX.XX G XXX.XX	TOP OF CURB GUTTER
RIM XXX.XX INV XXX.XX SUMP XXX.XX	RIM ELEVATION INVERT ELEVATION SUMP ELEVATION
TC XXX.XX	TOP OF CURB ELEVATION
SW XXX.XX	SIDEWALK ELEVATION
FFE XXX.XX	FINISHED FLOOR ELEVATION
	STORM SEWER JUNCTION BOX
	ROOF DRAIN CLEANOUT
	OPEN GRATE INLET
	CURBED INLET
SD	6" HDPE ROOF STORM DRAIN (INSET)

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
X X X	FENCE
W W W	WATERMAIN
FM FM	FORCEMAIN
NPW NPW	REUSE WATERMAIN
SAN SAN	SANITARY SEWER
STS STS	STORM PIPE
BE BE	BURIED ELECTRIC
BFOC BFOC	BURIED FIBER
BT BT	BURIED TELEPHONE
CAS CAS	BURIED CASING/CONDUIT
BT BT	BURIED TV
BTV BTV	BURIED CABLE
G G G	BURIED GAS
OE OE	OVERHEAD ELECTRIC
	STORM STRUCTURE
	SANITARY MANHOLE
	SANITARY CLEANOUT
	FIRE HYDRANT
	VALVE
	METER
	POWER POLE
	GUY WIRE
	BENCHMARK
	MONUMENT
	LIGHT
	SIGN

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DATED: JULY 17, 2025

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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

2026.02.12 09:41:12-06'00'

	TITLE	DATE
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1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

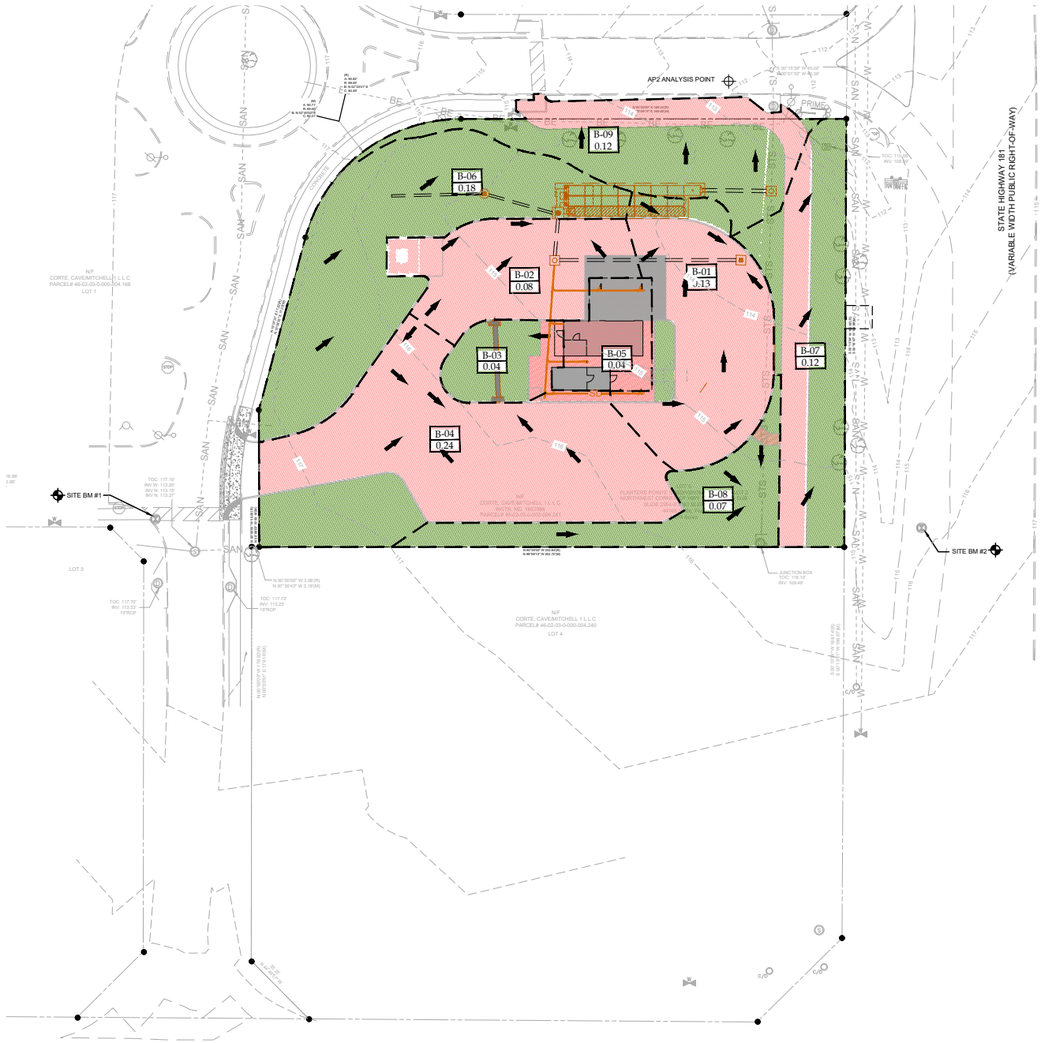
ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

GRADING PLAN

SHEET: C6.0

Feb 12,2026 - 10:10am - User mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012-SHEET.dwg



Feb12,2026-10:10am - User mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012-SHEET.dwg

N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- BASIN BOUNDARY
- SUB-BASIN BOUNDARY
- FLOW ARROW
- 1-X — DRAINAGE BASIN ID
- X.XX — DRAINAGE BASIN AREA (XX.X ACRE)
- PERVIOUS AREA
- IMPERVIOUS AREA
- ANALYSIS POINT

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
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7 BREW COFFEE
BREW HORIZONS, LLC.
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FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

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6	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

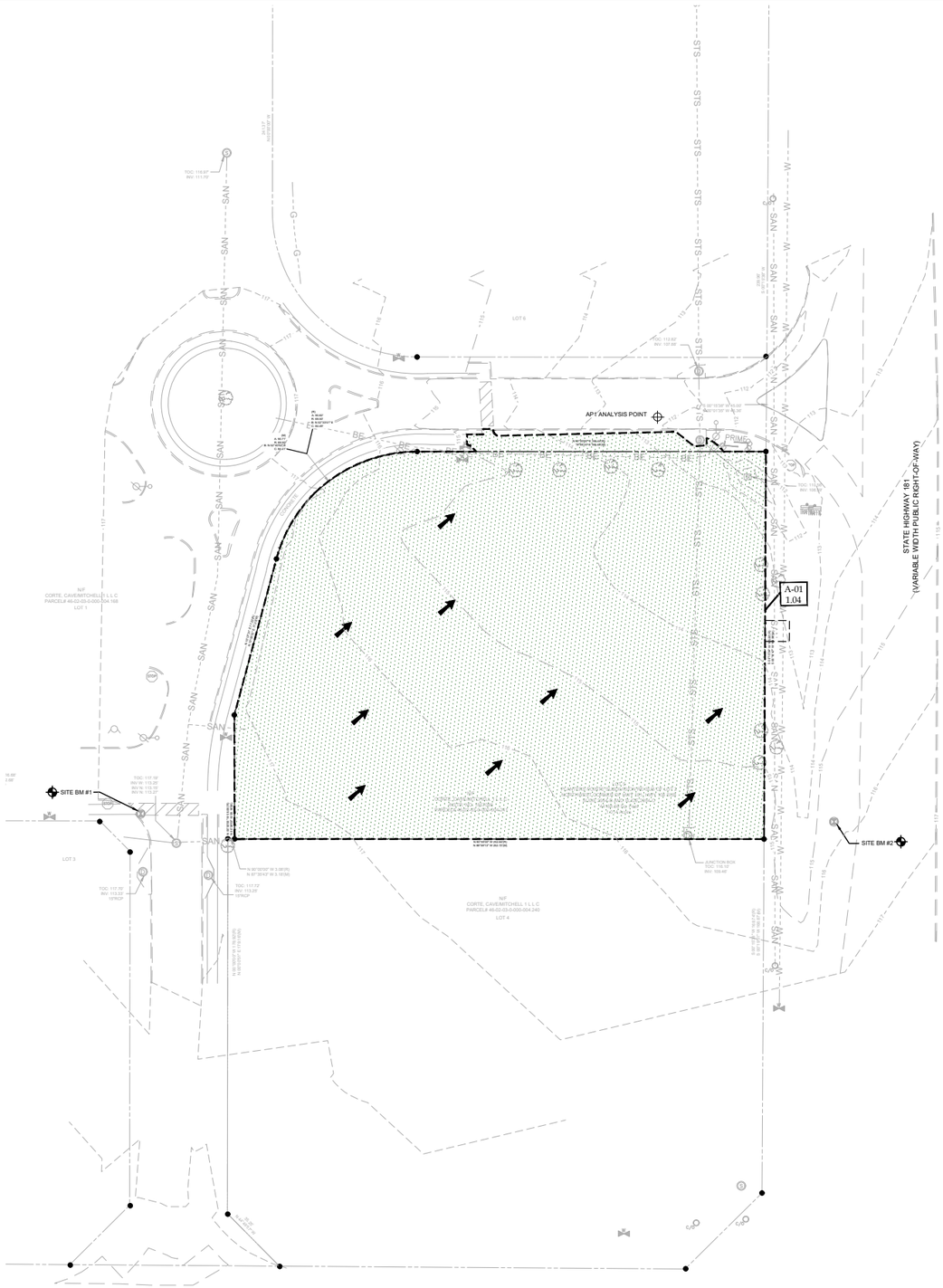
ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

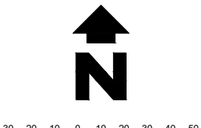
PRELIMINARY

POST DEVELOPMENT PLAN

SHEET: C6.2

10/10/2025





BASIN BOUNDARY

FLOW ARROW

1-X — DRAINAGE BASIN ID

X.XX — DRAINAGE BASIN AREA (XX.X ACRE)

PERVIOUS AREA (95,832 SF) [100%]

ANALYSIS POINT

SHEET NOTES

1. REFER TO POST DEVELOPMENT PLAN FOR DRAINAGE CALCS ON DRAINAGE SUBBASINS, AS WELL AS PROPOSED SITE CONDITIONS.

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
X	FENCE
W	WATERMAIN
FM	FORCEMAIN
NPW	REUSE WATERMAIN
SAN	SANITARY SEWER
STS	STORM PIPE
BE	BURIED ELECTRIC
BFOC	BURIED FIBER
BT	BURIED TELEPHONE
CAS	BURIED CASING/CONDUIT
BT	BURIED TV
BTV	BURIED CABLE
G	BURIED GAS
OE	OVERHEAD ELECTRIC
	STORM STRUCTURE
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2026.02.12 09:41:20-06'00'

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BREW HORIZONS, LLC.
9807 AL-104 (LOT 5)
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DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

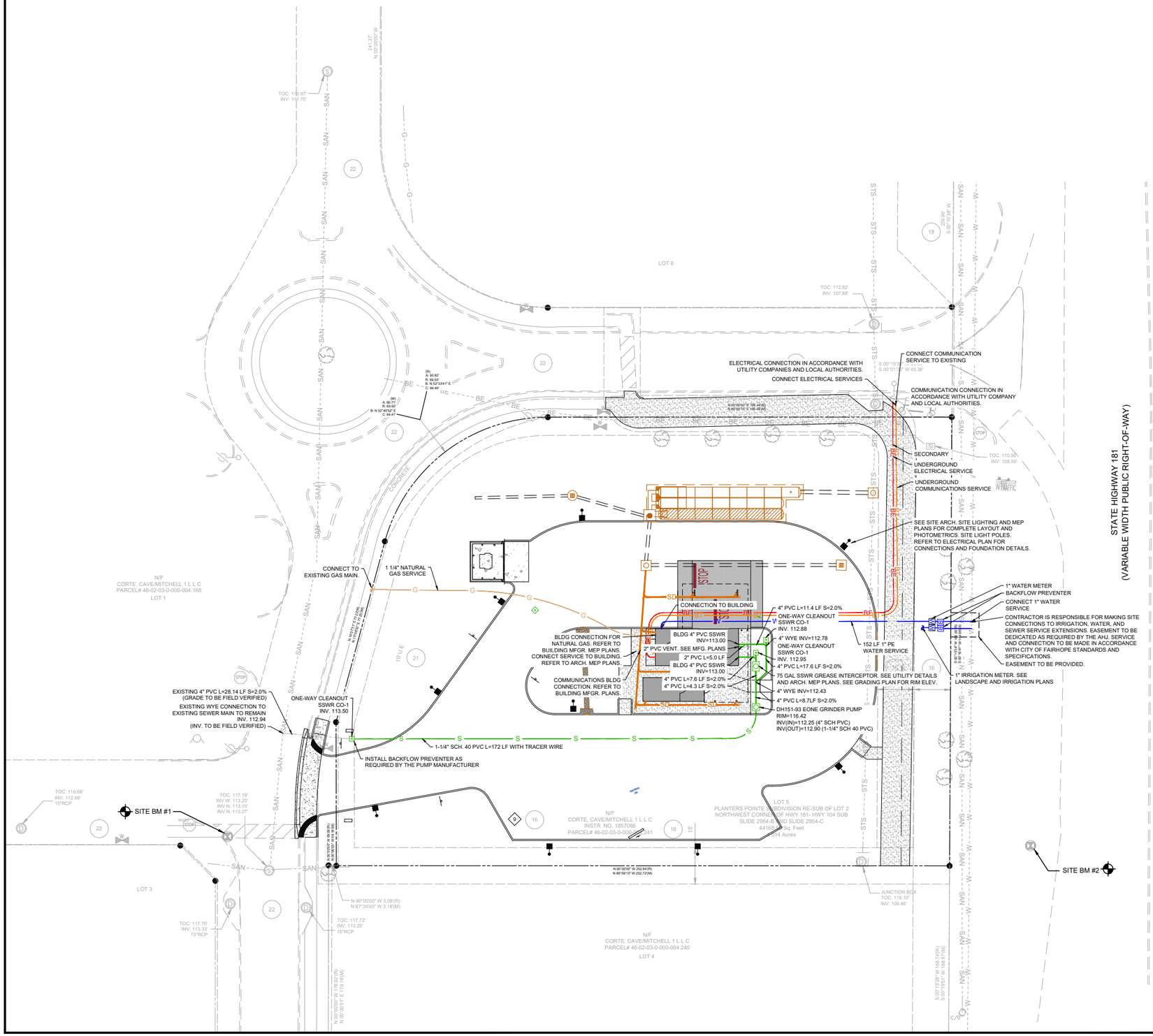
PRELIMINARY

PRE DEVELOPMENT PLAN

SHEET:
C6.1

Feb12,2026-10:11am - User:mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012-SHEET.dwg

10/10/2025



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STIPULATION FOR REUSE:
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT 9867 AL-104 (LOT 5) FAIRHOPE, ALABAMA 36532
CONTEMPORANEOUSLY WITH ITS ISSUE DATE OF 10/10/2025
AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. ANY REUSE, ALTERATION OR REFERENCE OR EXAMPLE ON ANOTHER PROJECT SITE WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE ARCHITECT IS PROHIBITED. ALL UNAUTHORIZED REUSE OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT SITE SHALL BE CONSIDERED AS CONTRARY TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

2026.02.12 09:40:45-06'00'

	TITLE	DATE
A	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	10/10/2025
CHECKED BY:	KFB
DRAWN BY:	MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

UTILITY PLAN

SHEET: C7.0

N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- EASEMENTS - SEE SURVEY PLAN SHEET
- PROPOSED 6" CONCRETE CURB (SEE NOTES)
- BUILDING OVERHANG
- W — WATER LINE
- S — SANITARY SEWER LINE
- BE — BURIED ELECTRIC LINE
- BT — BURIED TELECOMMUNICATION LINE
- G — NATURAL GAS LINE
- SD — 6" PVC ROOF STORM DRAIN (SEE GRADING PLAN)
- STORM SEWER (SEE GRADING PLAN)
- PROPOSED WATER METER AND SERVICE VALVE (SEE KEY NOTES)
- SEWER CLEANOUT UNLESS NOTED OTHERWISE.
- GREASE INTERCEPTOR
- PROPOSED SITE LIGHTING. LOCATIONS APPROXIMATE. (SEE ARCH. MEP PLANS)
- MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- X — X — X — FENCE
- W — W — W — WATERMAIN
- FM — FM — FORCEMAIN
- NPW — NPW — REUSE WATERMAIN
- SAN — SAN — SANITARY SEWER
- STS — STS — STORM PIPE
- BE — BE — BURIED ELECTRIC
- BFOC — BFOC — BURIED FIBER
- BT — BT — BURIED TELEPHONE
- CAS — CAS — BURIED CASING/CONDUIT
- BT — BT — BURIED TV
- BTV — BTV — BURIED CABLE
- G — G — G — BURIED GAS
- OE — OE — OVERHEAD ELECTRIC
- STORM STRUCTURE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- FIRE HYDRANT
- VALVE
- METER
- POWER POLE
- GUY WIRE
- BENCHMARK
- MONUMENT
- LIGHT
- SIGN

SURVEY PROVIDED BY:

US SURVEYORS
4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
800-867-8783 X 201

DATED: JULY 17, 2025

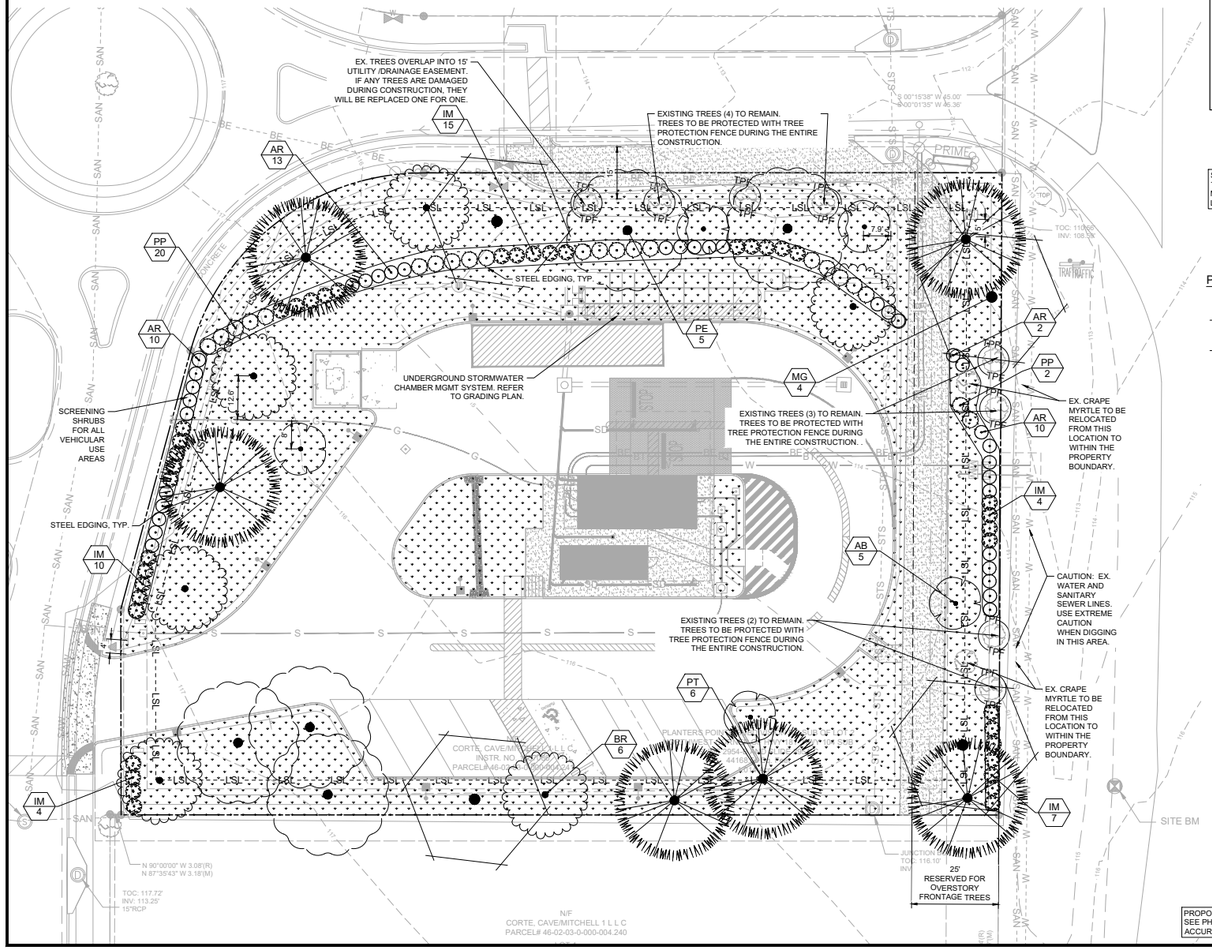
Feb12,2026-10:11am - User:mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012-SHEET.dwg

PLANT SCHEDULE

*ALL PROPOSED TREES COME FROM THE CITY OF FAIRHOPE TREE LIST PER ORDINANCE NO. 1444 AND THE ALABAMA FORESTRY COMMISSION RECOMMENDATIONS:
~~HTTPS://~~FORESTRY.ALABAMA.GOV/PAGES/MANAGEMENT/FORMS/FOREST_TREES_ALABAMA.PDF OR THE AL COOPERATIVE EXTENSION OFFICE
HTTPS://WWW.ACES.EDU/WP-CONTENT/UPLOADS/2019/03/ANR-0509_KEYTONATIVECOMMONTREES_042321L-REVISION.PDF

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
LARGE TREES						
	PE	Pinus elliottii / Slash Pine	2" Cal.		5	Native
OVERSTORY TREES						
	AB	Acer rubrum 'Bowhall' / Bowhall Red Maple	3" Cal.	B&B	5	Mature Height 45' / Mature Width 15'
	BR	Betula nigra / River Birch	3" Cal.	B&B	6	Mature Height 40' / Mature Width 40'
	MG	Magnolia grandiflora / Southern Magnolia	3" Cal.	B&B	4	Mature Height 60' / Mature Width 50'
	PT	Pinus taeda / Loblolly Pine	3" Cal.	B&B	6	Mature Height 60' / Mature Width 35'
SHRUBS						
	AR	Azalea indica `Rose Glow` / Rose Glow Indica Azalea	5 gal.		35	Mature Height 5' / Mature Width 5'
	IM	Ilex glabra `Pretty Boy` / Pretty Boy Male Inkberry Holly	5 gal.		40	Mature Height 5' / Mature Spread 5'
	PP	Photinia pyrifolia / Red Chokeberry	24" MIN. HEIGHT		22	Mature Height 8' / Mature Width 5'

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING	QTY	REMARKS
GROUND COVERS							
	CD	Cynodon dactylon / Bermudagrass	sod			19,473 sf	



SITE DATA	
JURISDICTION	CITY OF FAIRHOPE
ZONING	B-2 GB
LOT SIZE	1.01 AC
LANDSCAPE	
BUFFER	REQUIRED: *ALL INTERIOR DEVELOPMENT & VEHICULAR USE AREAS (VUA) SHALL BE SEPARATED FROM ROW FRONTAGE VIA 10' LANDSCAPE BUFFER. *SECONDARY PERIMETER - ALL INTERIOR DEVELOPMENT & VUA LOCATED AT INTERSECTIONS SHALL BE SEPARATED BY 6' LANDSCAPE BUFFER. *THESE LANDSCAPE BUFFERS SHALL BE PLANTED WITH A SOLID UNBROKEN VISUAL SCREEN AT LEAST 48" H, EXCEPT 4' ON EACH SIDE OF PERMITTED ACCESS WAYS. *MIN. 60% LANDSCAPING BETWEEN BUILDING WALL AND PUBLIC ROW 1958 SF * .60 = 1175 SF PROVIDED: 10610 SF
PERIMETER	REQUIRED: FRONT SETBACK MUST CONTAIN AT LEAST ONE OVERSTORY (MATURE HEIGHT/WIDTH 40') FOR EVERY 30 LF OF ROAD FRONTAGE. MUST BE PLANTED WITHIN 25' OF PL. (185 LF/ 30 = 6 TREES) PROVIDED: 6 NEW OVERSTORY TREES (EXISTING TREES NOT COUNTED) REQUIRED: MUST CONTAIN ONE OVERSTORY (MATURE HEIGHT/WIDTH 40') FOR EVERY 30' OF REMAINING OUTSIDE LOT PERIMETER. (646 LF/ 30 = 21 TREES) PROVIDED: 21 NEW TREES (EXISTING TREES NOT COUNTED)
SITE	LANDSCAPE AREA REQUIRED: 20% OF THE TOTAL PROPERTY (NOT INCLUDING ROW) SHALL BE LANDSCAPED OR 44153.63 * .20 = 8830 SF FRONT LANDSCAPE AREA - 5291 SF (PER CITY COMMENTS) PROVIDED: 24348 SF OF TOTAL LANDSCAPE AREA IS PROVIDED 10610 SF OF FRONT LANDSCAPE AREA IS PROVIDED REQUIRED: VEHICLES ARE NOT ALLOWED TO HANG MORE THAN 2' INTO LANDSCAPING A MIN. OF (4) DIFFERENT TREE SPECIES ON EACH SITE WITH AT LEAST (1) SPECIES BEING AN OVERSTORY TREE.

SITE LANDSCAPING NOTE:
TEN UNDERSTORY TREES ARE EXISTING AND WERE APPROVED/PROVIDED WITH THE PLANTER'S POINTE MULTIPLE OCCUPANCY PROJECT (MOP) AND THEREFORE WILL NOT BE COUNTED IN THIS SITE'S PROPOSED LANDSCAPE PLAN BUT SHALL BE PROTECTED THROUGHOUT CONSTRUCTION.

PROPOSED LEGEND:

——TPF—— TREE PROTECTION FENCE, SEE DETAIL

——--LSL--—— LANDSCAPE SETBACK LINE

PROPOSED LIGHT POLE LOCATIONS ARE APPROXIMATE. SEE PHOTOMETRICS PLAN FOR FURTHER DETAIL AND ACCURACY.

N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

LANDSCAPE NOTES:

1. LANDSCAPE PLANS ARE FOR THE LOCATION AND IDENTIFICATION OF PLANT MATERIAL ONLY. NO OTHER WORK IS TO BE PERFORMED BASED ON THESE PLANS.

2. QUANTITIES ON THE PLANT SCHEDULE ARE PROVIDED FOR CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE LANDSCAPE PLANS AND THE PLANT SCHEDULE, THE LANDSCAPE PLAN WILL TAKE PRECEDENCE. THE CONTRACTOR SHALL INFORM THE LANDSCAPE ARCHITECT IMMEDIATELY UPON DISCOVERING ANY QUANTITY DISCREPANCIES.

3. THE CONTRACTOR SHALL NOT CHANGE OR SUBSTITUTE PLANT VARIETIES OR SPECIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.

4. CONTRACTOR SHALL TAKE 3 REPRESENTATIVE SOIL SAMPLES OF EACH PROPOSED PLANT BED AND SUBMIT COPIES OF THE RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.

5. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE OF ALL PLANTING HOLES AND PLANT BEDS PRIOR TO INSTALLATION.

6. STUMPS LABELED FOR REMOVAL SHALL BE EXCAVATED, NOT GROUND. REMOVE ANY DEBRIS FROM THE HOLE, FILL WITH TOP SOIL, COMPACT AND RAKE SMOOTH PRIOR TO INSTALLING NEW PLANT MATERIAL.

7. TOPSOIL WILL NOT BE STOCKPILED FOR RE-USE IN LANDSCAPE WORK. CONTRACTOR SHALL IMPORT TOPSOIL AS REQUIRED TO COMPLETE LANDSCAPE WORK.

PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF ROOTS, STUMPS AND LARGE STONES AND FREE OF BRUSH, WEEDS, LITTER, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES. DO NOT OBTAIN FROM BOGS OR MARSHES.
PLANT MATERIAL SHALL BE PLACED AS SHOWN ON THE LANDSCAPE PLANS.

8. PLANTING SOIL MIX FOR TREES, SHRUBS, AND GROUNDCOVERS SHALL CONSIST OF THE FOLLOWING:

80% TOPSOIL
20% PREPARED ADDITIVES (BY VOLUME AS FOLLOWS):

- 3 PARTS - ORGANIC SOIL CONDITIONER (NATURE'S HELPER OR EQUAL)
- 1 PART - STERILIZED COW MANURE (OR EQUAL)
- COMMERCIALLY AVAILABLE STARTER FERTILIZER @ RATES SPECIFIED BY MANUFACTURER
- LIME (AS RECOMMENDED IN SOIL ANALYSIS)

9. QUALITY OF PLANT MATERIAL: ALL PLANTS SHALL CONFORM TO THE CURRENT VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).

PLANT MATERIAL SHALL BE FREE OF DISEASE AND/OR INSECTS, AND SHALL HAVE A HEALTHY ROOT SYSTEM WITH NO CIRCLING OR KINKED ROOTS. CONTAINER PLANTS SHALL NOT BE ROOT BOUND. PLANT MATERIAL SHALL CONFORM TO THE CURRENT STANDARDS OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004).

TREES SHALL HAVE STRAIGHT TRUNKS, DENSE CANOPIES AND STRONG BRANCHING WITH GOOD CROTCH ANGLES. CONTRACTOR SHALL SUBMIT GRADE PHOTOS OF EACH TREE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY.

ALL PLANT MATERIAL SHALL BE SUFFICIENTLY WATERED TO WET THE ENTIRE ROOT BALL WITHIN TWO HOURS OF PLANTING.

10. INSPECTION AND APPROVAL OF PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT UPON DELIVERY TO THE SITE. PRIOR TO INSTALLATION, CONTRACTOR SHALL GIVE LANDSCAPE ARCHITECT AT LEAST ONE WEEK NOTICE FOR INSPECTION OF PLANT DELIVERY.

11. NEW SHRUB AND GROUNDCOVER PLANTING SHALL BE A MINIMUM OF 36" AWAY FROM EXISTING TREES.

12. CONTRACTOR SHALL REMOVE ALL PLANT TAGS AFTER APPROVAL OF PLANT INSTALLATION BY LANDSCAPE ARCHITECT

13. MULCH ALL PLANT BEDS AND TREE RINGS WITH FRESH, CLEAN HARDWOOD MULCH TO A MINIMUM DEPTH OF FOUR (4) INCHES. DO NOT PILE MULCH AROUND THE BASE OF PLANTS OR TREE TRUNKS. ALL MULCH EDGES SHALL BE NEATLY TUCKED. ALL STRING AND/OR BAILING WIRE SHALL BE REMOVED. **DUST SHRUBS AND GROUND COVER AFTER MULCHING TO REMOVE LOOSE HARDWOOD MULCH FROM THE PLANTS.**

14. BED PREPARATION FOR SOD INSTALLATION: REMOVE EXISTING VEGETATION WITHIN THE APPROVED BEDLINE. IF THE EXISTING SOIL IS COMPACTED OR OTHERWISE UNSUITABLE FOR PLANTING, REMOVE THE TOP 4 INCHES OF SOIL. TILL SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES. REMOVE LARGE STONES, STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATERIAL.

SPREAD 2 INCHES OF TOPSOIL OVER THE PREPARED BED AND TILL INTO THE TOP 4 INCHES OF LOOSENED SUBGRADE. SPREAD THE REMAINING 2 INCHES OF TOPSOIL, RAKE SMOOTH AND ROLL COMPACT. BEDS SHALL BE FINISHED WITH A SLIGHT CROWN AT THE CENTER TO ALLOW WATER TO SHEET FLOW TO THE SIDES.

WATER THE BED IMMEDIATELY BEFORE LAYING THE SOD SO THAT THE TOP INCH OF SOIL IS MOIST. ALLOW WATER TO PERCOLATE SO THERE IS NO STANDING WATER. LIMIT PREPARATION TO AREAS THAT WILL BE SODDED THAT SAME DAY.

15. MAINTENANCE: CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL FROM THE TIME IT IS INSTALLED UNTIL FINAL ACCEPTANCE OR WHEN THE OWNER TAKES OVER MAINTENANCE, WHICHEVER OCCURS FIRST. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO MOWING, EDGING, WEEDING, WATERING, PRUNING, FERTILIZING, ETC.

16. WARRANTY: CONTRACTOR SHALL PROVIDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL AND LABOR. WARRANTY PERIOD SHALL BEGIN UPON FINAL COMPLETION OR WHEN THE OWNER TAKES OVER MAINTENANCE, WHICHEVER OCCURS FIRST.

THE CONTRACTOR SHALL MAKE PERIODIC INSPECTIONS OF THE PROJECT DURING THE WARRANTY PERIOD TO ENSURE THAT THE ESTABLISHMENT RATE OF GROWTH IS ADEQUATE. ANY METHODS OR PRODUCTS DEEMED NOT NORMAL OR DETRIMENTAL TO GOOD PLANT GROWTH SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IN WRITING. FAILURE TO INSPECT AND REPORT WILL BE INTERPRETED AS APPROVAL, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL REPLACEMENTS.

CITY OF FAIRHOPE LANDSCAPE NOTES:

1. TREES MUST BE OBTAINED FROM A REPUTABLE SOURCE. TREES HAVE BEEN DUG IN THE WILD WILL NOT BE ACCEPTED.
2. MAINTENANCE OF NEW PLANTINGS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. THERE WILL BE (2) REQUIRED CONFORMANCE REVIEWS TO CONFIRM THE ESTABLISHMENT OF THE LANDSCAPE. THE FIRST WILL BE IN (6) MONTHS AND THE SECOND IN (12) MONTHS. ANY FAILURES OF THE LANDSCAPE MUST BE REPLACED BY A SPECIFIED DATE DETERMINED BY THE CITY HORTICULTURIST.
3. ANY VEGETATION PLANTED OR RETAINED TO FULFILL THIS ORDINANCE, WHICH DIES, BECOMES DAMAGED OR DISEASED, MUST BE REPLACED BY THE PROPERTY OWNER. THE PROPERTY OWNER MUST NOTIFY THE CITY HORTICULTURIST WHEN THE REPLACEMENT HAS BEEN SCHEDULED AND PLANTED. FAILURE TO REPLACE TREES THAT DIE WILL RESULT IN THE PENALTIES.

SURVEY PROVIDED BY:

US SURVEYOR
4929 RIVERWINDE POINTE DRIVE
EVANSVILLE, IN 47715
1-800-TO SURVEY

DATED: 06-09-2025

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE:
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7 BREW COFFEE
BREW HORIZONS, LLC.
9687 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

ISSUE BLOCK

#	TITLE	DATE
1	PAVE	
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	
CHECKED BY:	WDW
DRAWN BY:	JMS

STATE OF ALABAMA
WENDY D. WERT
1002
REGISTERED LANDSCAPE ARCHITECT

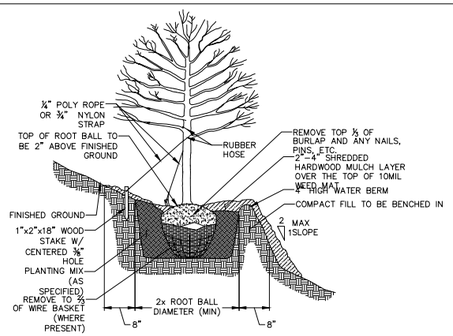
PRELIMINARY

LANDSCAPE PLAN

SHEET:
L1.0

2026.03.10 11:01:38-05'00'

Mar10,2026-10:22am - User: jill.staugaard
\\HFA-FILE02\2025 Projects\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Cwl\DWGs\12-25-80012 LAND-IRR.dwg

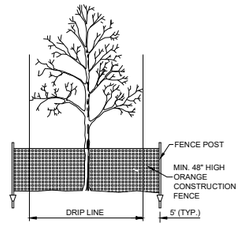


NOTES:
1. ¾" NYLON STRAP MAY BE USED IN PLACE OF RUBBER HOSE (GUYING OF TREES NOT REQUIRED UNLESS SPECIFIED).
2. REMOVE WIRE OR NYLON TWINE FROM BALL.
3. INSTALL TOP OF BALL 2" ABOVE FINISHED GRADE (ADJACENT UPHILL GRADE).
4. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION OF PLANTING.
5. LENGTH OF RUBBER HOSE TO BE ⅔ THE CIRCUMFERENCE OF TREE CALIPER.
6. PLACE 2 WOOD STAKES PARALLEL TO STREET OR PARKING LOT.
7. 4" SAUCER WILL BE OUTSIDE OF BACKFILL.
8. SET TREE IN VERTICAL PRIOR TO STAKING.
9. SEE LANDSCAPE SPECIFICATIONS FOR ANY OTHER PLANTING REQUIREMENTS.
10. THIS DETAIL APPLIES TO BOTH SINGLE AND MULTI-STEM TREES.

TREE PLANTING ON SLOPE

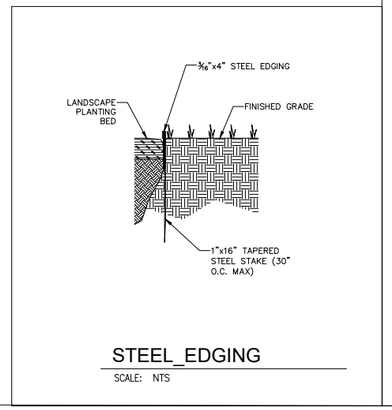
SCALE: NTS

NOTES:
1. All trees shown on this plan to be retained shall be protected during all phases of demolition/construction with temporary fencing. It shall be the general contractors responsibility to coordinate with landscape contractor.
2. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading). Clearing shall be done by hand.
3. Fences shall completely surround tree or clusters of trees; shall be located 5' from the outermost limits of the tree branches (drip line); and shall be maintained throughout the construction by contractor. Project in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic or storage of equipment or materials.
   B. Root zone disturbances due to grade changes (greater than 6 inches cut or fill) or trenching.
   C. Wounds to exposed roots, trunk or limbs by mechanical equipment.
   D. Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.
4. Exceptions to installing fences 5' from tree drip lines may be permitted in the following cases:
   A. Where permeable paving is to be installed: erect the fence at the outer limits of the permeable paving area.
   B. Where trees are close to the proposed building: erect the fence no closer than 6 feet to the building.
5. Where any of the above exceptions result in a fence being closer than 4 feet to a tree trunk, protect the trunk with strapped-on planking to a height of 8 feet (or to the limits of lower branches) in addition to the reduced fencing provided.
6. Where any of the above exceptions result in areas of unprotected root zones (under drip lines), those areas should be covered with 4 inches of organic mulch to minimize soil compaction.
7. All grading within protected root zone areas shall be done by hand or with small equipment to minimize root damage. Prior to grading, relocate protective fencing to 2 feet behind the grade change area. No root over 1 inch diameter will be cut.
8. Any roots exposed by construction activity shall be pruned with a clean cut flush with the soil. Backfill root areas with good quality top soil immediately. If exposed root areas are not backfilled within 2 days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.
9. Prior to excavation or grade cutting within tree drip lines, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize damage to remaining roots.
10. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot, dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
11. No conduit or utilities can be installed within tree protection areas. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.
12. No landscape topsoil dressing greater than 4 inches shall be permitted within the drip line of trees. No soil is permitted on the root flare of any tree. Grading limited to 3 inch cut.
13. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.
14. All pruning must be done according to recognized, approved standards of the industry (reference the national arborist association pruning standards for shade trees) by a certified arborist and shall be approved and supervised by owners representative or project urban forester.
15. Damage to trees or any natural resource due to contractor's negligence during the construction phase shall be appraised by the owners representative and ordered repaired, replaced, or compensated.



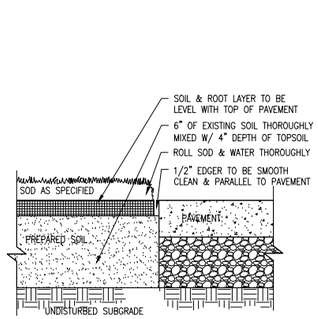
TREE_PROTECTION_FENCE

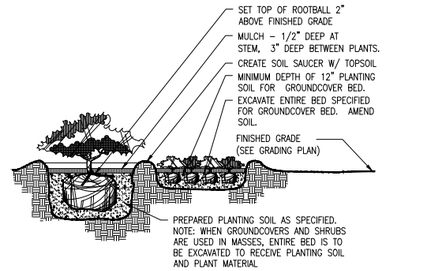
SCALE: NTS



STEEL_EDGING

SCALE: NTS





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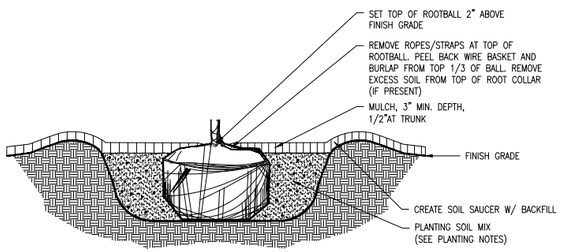
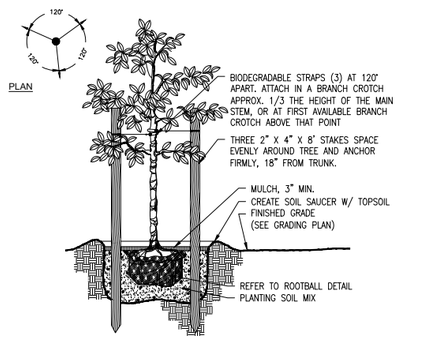


NOTE: ALL PLANT MATERIAL SHALL BE SUFFICIENTLY WATERED TO WET THE ENTIRE ROOT BALL 2 TO 4 HOURS PRIOR TO PLANTING.

ROOTBALL DETAIL

SCALE: NTS



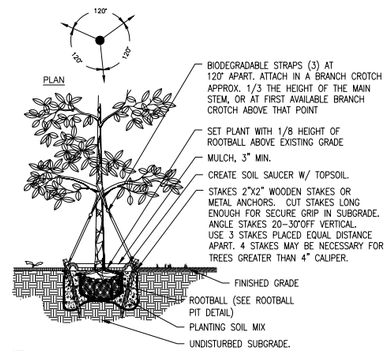
NOTE:
STRAPS, WIDE, SOFT, BIODEGRADABLE MATERIAL MANUFACTURED FOR THE PURPOSE OF TREE ANCHORING. DO NOT USE HOSE AND WIRE.

SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

TREES ARE ONLY TO BE STAKED/GUYED AS NECESSARY, AND ALL STRAPS ARE TO BE REMOVED AFTER ONE YEAR OF INSTALLATION.

SMALL TREE STAKING

SCALE: NTS



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Bentonville, Arkansas 72712
t 479.273.7780
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www.hfa-ae.com

SEPARATION FOR REUSE:
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CONTEMPLATED AND ONLY WITH ITS ISSUE DATES.
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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

ISSUE BLOCK

	OTP	
1	PAVE	
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	
CHECKED BY:	WDW
DRAWN BY:	JMS

STATE OF ALABAMA
WENDY D. WERT
1002
REGISTERED LANDSCAPE ARCHITECT

2026.02.12 09:44:47 -06'00'

PRELIMINARY

LANDSCAPE DETAILS

SHEET: L1.1

Feb 12,2026- 10:21am - User: mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Cad\DWGs\ 12-25-80012 LAND-IRR.dwg

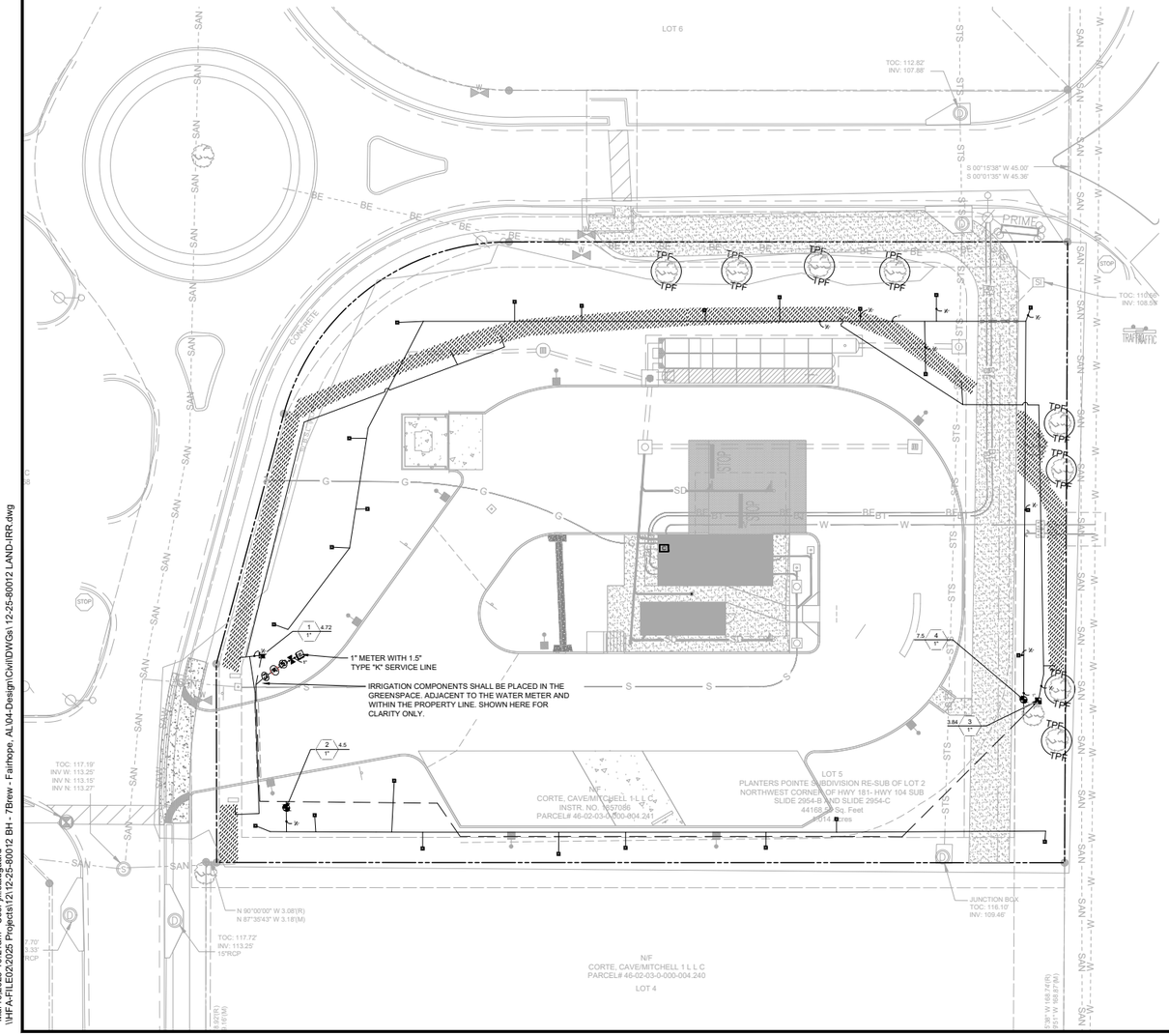
GENERAL IRRIGATION NOTES:

LINE LAYOUT AND EQUIPMENT PLACEMENT IS DIAGRAMMATIC. ADJUST HEAD AND LINE LOCATIONS ON SITE TO ACCOMMODATE EXISTING JOB CONDITIONS AND TO ACHIEVE 100% COMPLETE COVERAGE. ALL HEADS, LINES, VALVES, AND OTHER IRRIGATION EQUIPMENT SHALL BE LOCATED AND ROUTED THROUGH LANDSCAPE AREAS WHENEVER POSSIBLE AND SHALL BE LOCATED WITHIN THE BOUNDS OF THE PROPERTY. LOCATION OF IRRIGATION CONTROLLER & WEATHER STATION SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND/OR OWNER. SEE CIVIL UTILITY PLANS FOR EXACT LOCATION OF WATER METER.

SPRAY HEADS SHALL BE ADJUSTED SO AS TO NOT SPRAY UNDER PRESERVED TREES.

THE CONTRACTOR SHALL DISCUSS ANY IRRIGATION LOCATED WITHIN AN EASEMENT WITH THE OWNER AND FULLY INFORM THEM OF ALL LIABILITY OF FUTURE DAMAGE TO THEIR SYSTEM BY EASEMENT OWNER.

LATERAL LINES TO BE POLYFLEX PIPE SDR 9 CTS
MAIN LINE TO BE POLYFLEX PIPE SDR 9 CTS



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
1401 1402 1404	Rain Bird 1806-PRS-1400 Flood Flood Bubbler 6in. popup with pressure regulating device. Install w/ PA-80 adapter.	24	20

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZLF-100-PRF 1" Low Flow, 0.2-10 GPM, with 1in. Low Flow Valve valve and 1in. Pressure Regulating RBY filter and 40psi pressure regulator.	2
	Area to Receive Dripline Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	1,282 lf

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird EFB-CP-PRS-D 1" 1in., 1-1/2in., 2in. Brass Remote Control Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use.	2
	Shut Off Valve	1
MV	Rain Bird EFB-CP-PRS-D 1" 1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
BF	Watts 919QT 1" Backflow reduced pressure zone	1
C	Rain Bird ESPLXME2 12 Station Traditionally-Wired, Commercial Controller. Indoor/Outdoor, Plastic Wall-Mount Enclosure.	1
FS	Rain Bird FS-100-B 1in. Flow Sensor, Brass Model. Suggested Operating Range 2.0 GPM to 40.0 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) | LXD | LXME2(P) | ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
M	Water Meter 1"	1
	Irrigation Lateral Line: PVC Schedule 40 3/4"	979.3 lf
	Irrigation Lateral Line: PVC Schedule 40 1"	162.1 lf
	Irrigation Mainline: PVC Schedule 40 1"	320.3 lf
	Pipe Sleeve: PVC Class 200 SDR 21	33.7 lf

Valve Callout
Valve Number
Valve Flow
Valve Size

NOTE TO CONTRACTOR:

ALL DISTURBED AREAS SHALL RECEIVE SEED OR SOD ACCORDING TO LANDSCAPE PLAN. ALL AREAS RECEIVING SEED OR SOD AND NOT COVERED BY THE AUTOMATIC IRRIGATION SYSTEM SHALL BE HAND WATERED UNTIL VEGETATION IS ESTABLISHED AND ABLE TO SUSTAIN ITSELF IN A CONSISTENTLY HEALTHY CONDITION.

N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND:

—— TPF ——— TREE PROTECTION FENCE, SEE DETAIL

CRITICAL ANALYSIS

Generated: 2026-03-04 11:

P.O.C. NUMBER: 01
Water Source Information:

FLOW AVAILABLE
Water Meter Size: 1"
Flow Available 18.2 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 70 PSI
Elevation Change: 5 ft
Service Line Size: 1"
Length of Service Line: 20 ft
Pressure Available: 66 PSI

DESIGN ANALYSIS
Maximum Station Flow: 7.5 GPM
Flow Available at POC: 18.2 GPM
Residual Flow Available: 10.7 GPM

Critical Station: 4
Design Pressure: 20 PSI
Friction Loss: 3.72 PSI
Fittings Loss: 0.37 PSI
Elevation Loss: 0 PSI
Loss through Valve: 0.45 PSI
Pressure Req. at Critical Station: 24.5 PSI
Loss for Fittings: 0.46 PSI
Loss for Main Line: 4.6 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 12.5 PSI
Loss for Master Valve: 0.45 PSI
Loss for Water Meter: 0.45 PSI
Critical Station Pressure at POC: 43.0 PSI
Pressure Available: 66 PSI
Residual Pressure Available: 23.0 PSI

SURVEY PROVIDED BY:

US SURVEYOR
4929 RIVERWINDE POINTE DRIVE
EVANSVILLE, IN 47715
1-800-TO SURVEY

DATED: 06-09-2024

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
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STATE OF ALABAMA
WENDY D. WERT
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REGISTERED LANDSCAPE ARCHITECT

2026.03.10 11:02:20-05'00'

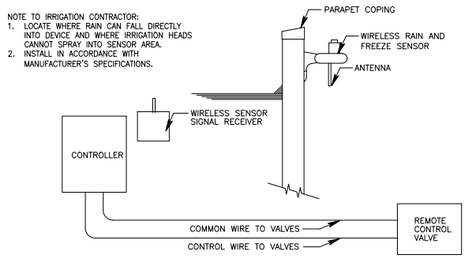
PRELIMINARY

IRRIGATION PLAN

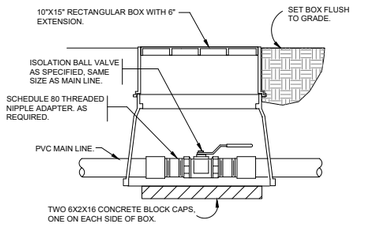
SHEET:
IRR1.0

Mar10,2026-10:21am - User:jill.staugaard
\\HFA-FILE02\2025 Projects\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012 LAND-IRR.dwg

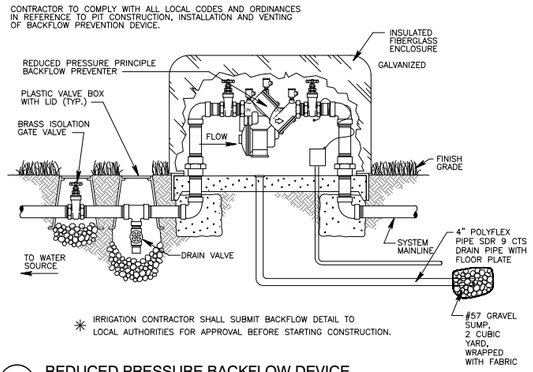
NOTE TO IRRIGATION CONTRACTOR:
1. LOCATE WHERE RAIN CAN FALL DIRECTLY INTO DEVICE AND WHERE IRRIGATION HEADS CANNOT SPRAY INTO SENSOR AREA.
2. INSTALL IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.



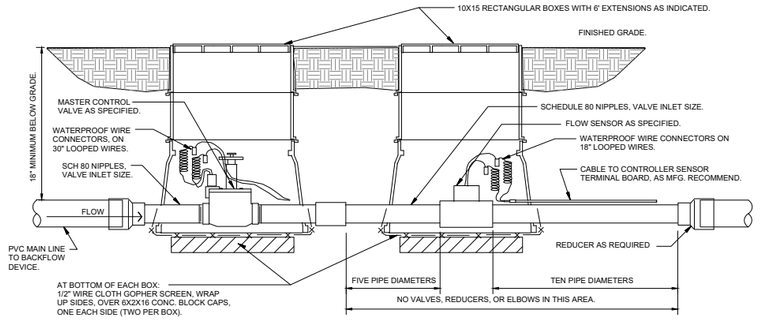
13 RAIN SENSOR
NTS



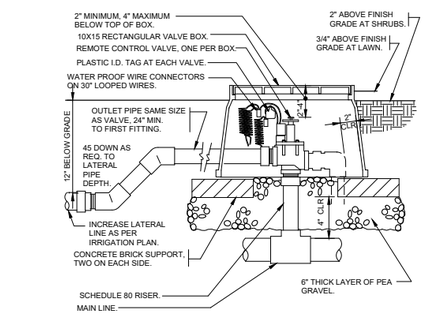
12 BRASS BALL ISOLATION VALVE
NTS



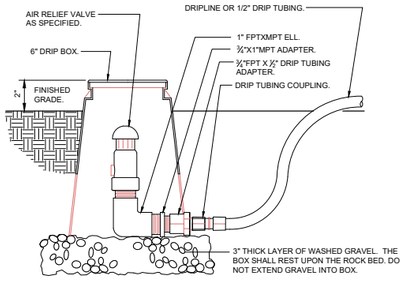
11 REDUCED PRESSURE BACKFLOW DEVICE
NTS



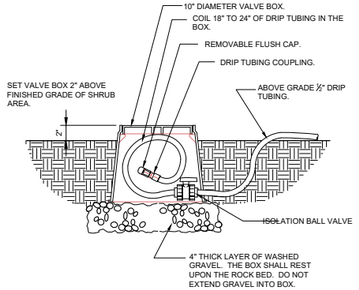
10 MASTER VALVE/FLOW SENSOR ASSEMBLY
NTS



9 ELECTRIC REMOTE CONTROL VALVE
NTS

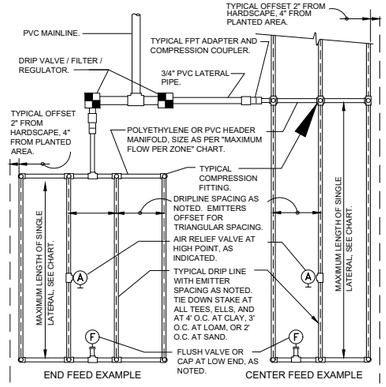


8 DRIP AIR RELIEF VALVE IN BOX
NTS



1. LOCATE FLASH CAP ASSEMBLY AT THE END OF EACH DRIP LINE.
2. ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND OUT OF THE VALVE BOX WHEN FLUSHING.

7 DRIP FLUSH CAP ASSEMBLY W/ BALL VALVE
NTS



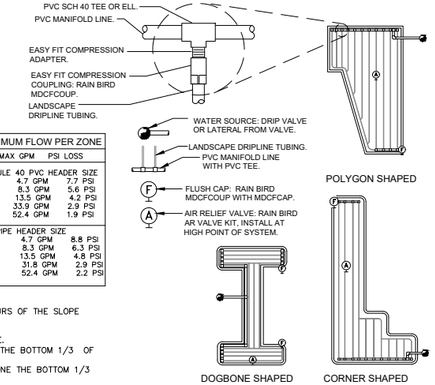
MAXIMUM LATERAL LENGTH (FEET)		
	EMITTER FLOW RATE GPH	
PSI	12" SPACING 0.6 0.9	18" SPACING 0.6 0.9
20	192 136	254 215
30	289 205	402 337
40	350 248	498 416
50	397 281	573 477
60	436 309	637 529

GRID PRECIPITATION RATES (IN/HR)			
		EMITTER FLOW RATE	
EMITTER SPACING	LATERAL SPACING	0.6	0.9
12	12	0.96	1.44
18	18	0.69	1.03
24	24	0.28	0.41

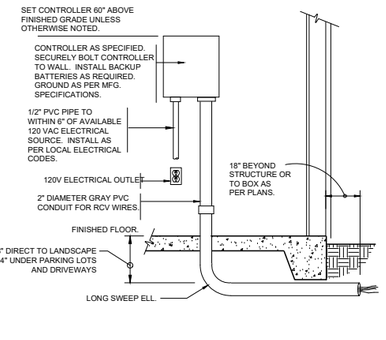
LATERAL FLOW PER 100 FT (GPM)			
EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

MAXIMUM FLOW PER ZONE		
	MAX GPM	PSI LOSS
SCHEDULE 40 PVC HEADER SIZE		
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI
POLY PIPE HEADER SIZE		
1/2"	4.7 GPM	8.8 PSI
3/4"	8.3 GPM	6.3 PSI
1"	13.5 GPM	4.8 PSI
1-1/2"	31.8 GPM	2.9 PSI
2"	52.4 GPM	2.2 PSI

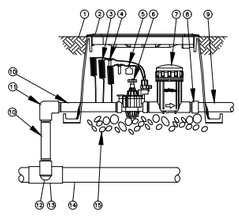
SLOPED CONDITION NOTE:
1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP 2/3 OF SLOPE.
4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM 1/3 OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.



6 TYPICAL RAIN BIRD DRIPLINE REQUIREMENTS
N.T.S.

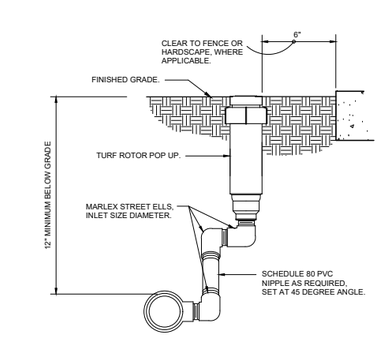


5 INTERIOR WALL MOUNT CONTROLLER
NTS

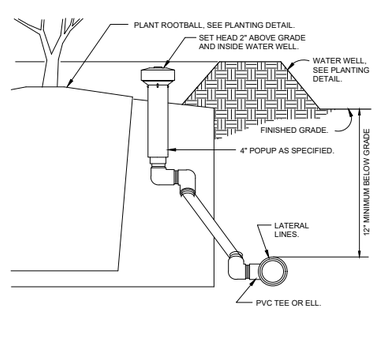


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. ID TAG
6. REMOTE CONTROL VALVE: RAIN BIRD 100-PGA (INCLUDED IN CZK-100-PRB-LC KIT)
7. PRESSURE REGULATING BASKET FILTER: RAIN BIRD PRB-100 (INCLUDED IN CZK-100-PRB-LC KIT)
8. PVC SCH 40 FEMALE ADAPTOR
9. LATERAL PIPE
10. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
11. PVC SCH 40 ELL
12. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. MAINLINE PIPE
15. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

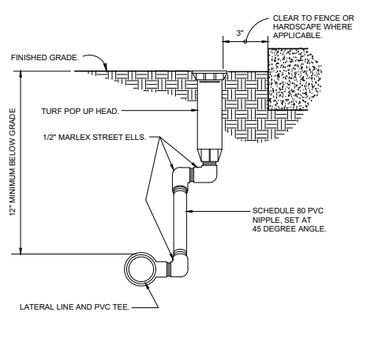
4 CZK-100-PRB-LC 1" LIGHT COMMERCIAL CONTROL ZONE KIT
NTS



3 TURN ROTOR MARLEX ASSEMBLY
NTS



2 POPUP BUBBLER AT PLANT PIT W/ SWING JOINT
NTS



1 TURF SPRAY MARLEX ASSEMBLY
NTS

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
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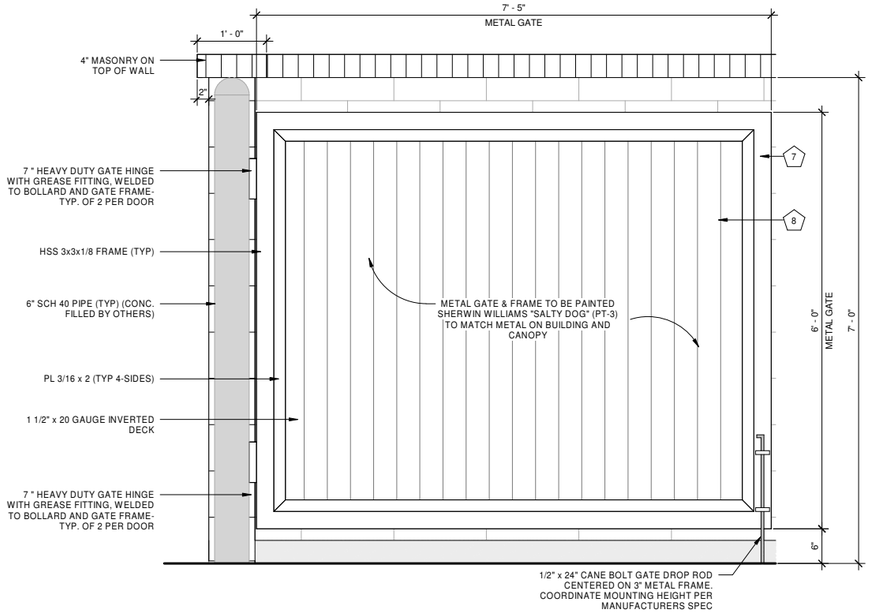
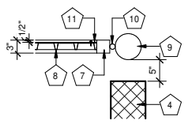
2025.10



5 TRASH ENCLOSURE - GATE / HINGE DETAIL
1" = 1'-0"



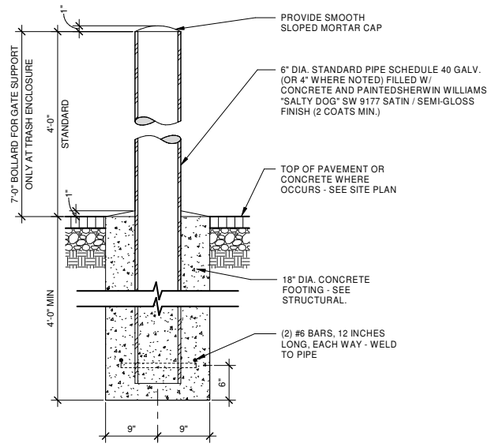
8 PLAN DETAIL
3/4" = 1'-0"

TRASH ENCLOSURE GENERAL NOTES

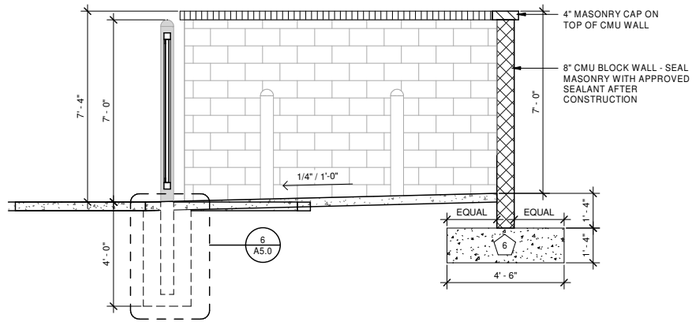
1. PRE-PAINT ALL BARE METAL WITH POR-15 PRIMER PRIOR TO INSTALLATION.
2. PAINT GATE, GATE FRAMES AND HINGES TO MATCH THE CANOPY OF THE PRE-FABRICATED BUILDING - SHERWIN WILLIAMS "SALTY DOG" (PT-3)
3. BOLLARDS TO BE PAINTED SHERWIN WILLIAMS "BLUE BLOOD" (PT-1)

TRASH ENCLOSURE KEYNOTES	
Note Number	Note Text
1	6" CONCRETE FILLED BOLLARD TO BE SURFACE MOUNTED
2	CUSTOM GATES: REF 6/A5.0
3	8 YARD DUMPSTER
4	8" SPLIT-FACE CMU BLOCK WITH INTRIGAL COLOR: YORK BUILDING PRODUCTS - CHARCOAL
5	4" MASONRY CAP ON TOP OF CMU WALL
6	TRASH ENCLOSURE FOUNDATION DESIGN. REF; DETAIL 4/ST.2
7	HSS 3x3x1/8 FRAME (TYP)
8	1 1/2" x 20 GAUGE INVERTED DECK
9	6" CONCRETE FILLED STEEL BOLLARD 7'-0" ABOVE PAVEMENT , SUNK MIN. 4'-0" FEET BELOW GRADE FOR EXTRA SUPPORT
10	7 " HEAVY DUTY GATE HINGE WITH GREASE FITTING - TYP. OF 2 PER DOOR
11	PL 3/16 x 2 (TYP 4-SIDES)

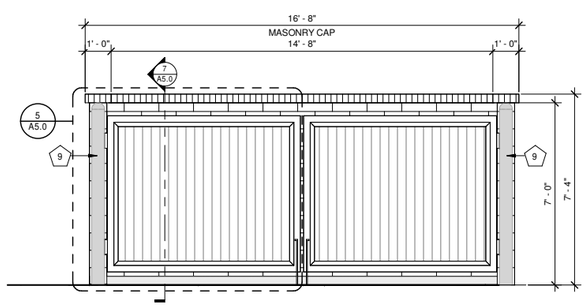
* SPLIT-FACE 8" CMU BLOCK - YORK BUILDING PRODUCTS - COLOR: CHARCOAL - OR EQUAL (CONTRACTOR TO PROVIDE SUBMITAL FOR ARCHITECTURAL REVIEW PRIOR TO PURCHASE IF PRODUCT OTHER THAN SPECIFIED IS USED).



6 CONCRETE FILLED PIPE BOLLARD DETAIL
1" = 1'-0"

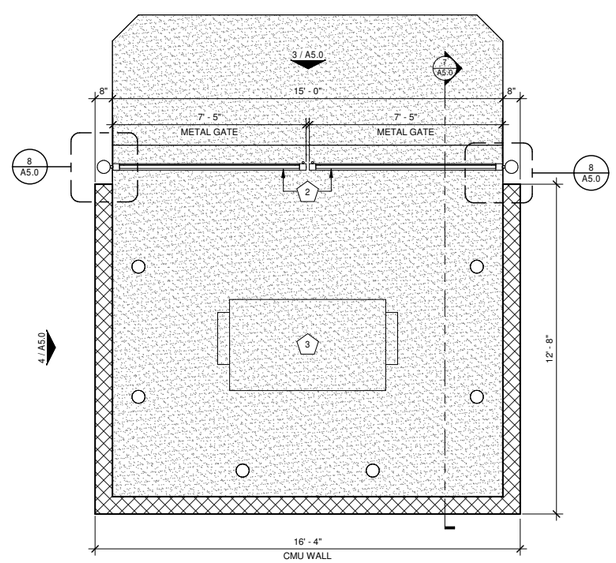


7 SECTION THRU TRASH ENCLOSURE
3/8" = 1'-0"

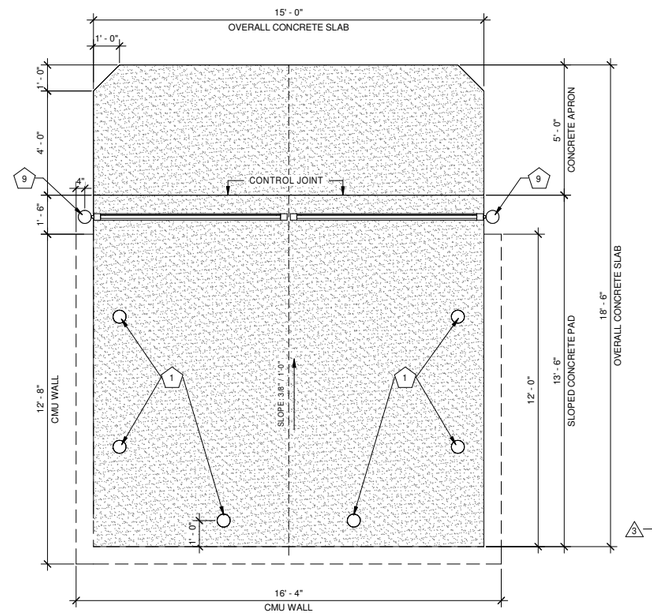


4 TRASH ENCLOSURE - SIDE ELEVATION
3/8" = 1'-0"

3 TRASH ENCLOSURE - FRONT ELEVATION
3/8" = 1'-0"



2 TRASH ENCLOSURE PLAN
3/8" = 1'-0"



1 TRASH ENCLOSURE - CONCRETE PLAN
3/8" = 1'-0"

HARRISON FRENCH & ASSOCIATES, PLLC
HFA
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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SEVEN BREW DRIVE THRU COFFEE

7 BREW
MILK SIDE LAYOUT
9867 ALABAMA 104 LOT 5
FAIRHOPE, AL 36532
JOB NUMBER 12-25-80012

ISSUE BLOCK		
1	PERMIT SET	10/13/25
3	REVISION 2	02/25/26

CHECKED BY:	JM
DRAWN BY:	RTM
DOCUMENT DATE:	10/13/25
MODEL #:	G26SB18

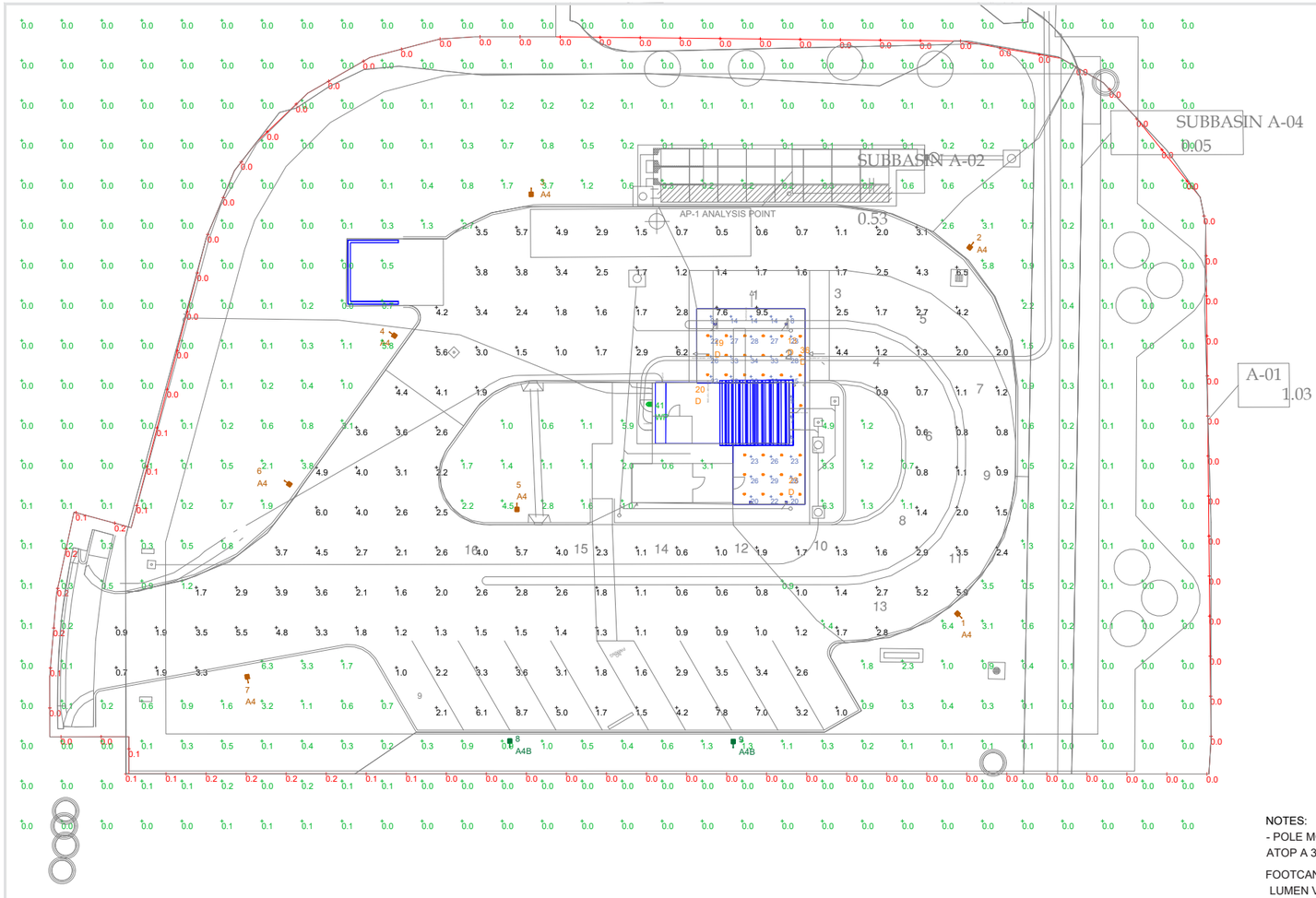
FREY-MOSS STRUCTURES
1801 ROCKDALE INDUSTRIAL BLVD.
CONYERS, GA 30012
WWW.FREYMOSS.COM

TRASH ENCLOSURE

THIS SHEET IS NOT FOR STATE REVIEW/APPROVAL. FOR REVIEW AND APPROVAL ON A LOCAL AHJ LEVEL ONLY.

SHEET:
A5.0

2/27/2026 2:51:45 PM
C:\Users\rtm\Documents\RM Revit Projects\12-25-80012_7 Brew_Fairhope_AL_ARCH_V24_HFA Ricardo Torres.rvt
A5.0 TRASH ENCLOSURE REVISION 2



NOTES:
- POLE MOUNTED FIXTURES ARE MOUNTED ON A 7FT POLE ATOP A 3FT CONCRETE BASE.

FOOTCANDLES LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES UNLESS OTHERWISE NOTED

CALCULATION SUMMARY					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
PROPERTY LINE	0.03	0.2	0.0	N.A.	N.A.
undercanopy	22.28	34	7	3.18	4.86
PAVED SURFACE	2.64	9.5	0.5	5.28	19.00
Undefined	0.38	8.3	0.0	N.A.	N.A.

LUMINAIRE LOCATION SUMMARY		
LUM NO.	LABEL	MTG. HT.
1-7	A4	10
8-9	A4B	10
10-40	D	8.5
41	WP	8.5

LUMINAIRE SCHEDULE											
SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	DIM SETTINGS	BUG Rating	ARR. WATTS	TOTAL WATTS	MANUFACTURER	CATALOG LOGIC
	7	A4	Single	6394	1.030	1.000	B1-U0-G3	45.14	315.98	Lithonia Lighting	DSX0 LED P2 50K 70CRI T4M MVOLT SPA DDBXD
	2	A4B	SINGLE	4582	1.030	1.000	B0-U0-G2	45.14	90.28	Lithonia Lighting	DSX0 LED P2 50K 70CRI BLC3 MVOLT SPA DDBXD
	31	D	Single	986	1.000	1.000	N.A.	13.1	406.1	Juno Lighting	WF6 SWW5 90CRI MW
	1	WP	Single	2913	1.030	1.000	B1-U0-G1	24.42	24.42	Lithonia Lighting	WPX1 LED 40K MVOLT EXXX DBLXD

REDLEONARD ASSOCIATES
1340 Kemper Meadow Dr, Forest Park, OH 45240
513-574-9500 | redleonard.com

REV.	BY	DATE	DESCRIPTION
R1	JRB	11/14/25	REDUCED HEIGHT OF POLES TOP 10 FT
R2	JRB	01/05/26	REVISED CAD BACKGROUND
R3	JRB	01/21/26	REDESIGNED TO MEET SPILL WITH DSX0 AND UPDATED POLE NOTATION
R4	JRB	03/04/26	REVISED TO REMOVE BUILDING LED PRODUCT

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SCALE: 1" = 16'
LAYOUT BY: JRB
DWG SIZE: D
DATE: 09/22/25

PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R4

	QTY	LABEL	DESCRIPTION
AREA	7	A4	DSX0 LED P2 50K 70CRI T4M MVOLT SPA DDBXD
	2	A4B	DSX0 LED P2 50K 70CRI BLC3 MVOLT SPA DDBXD

	QTY	LABEL	DESCRIPTION
DOWNLIGHT	31	D	WF6 SWW5 90CRI MW

	QTY	LABEL	DESCRIPTION
WALL MOUNTED	1	WP	WPX1 LED 40K MVOLT EXXX DBLXD

ADDITIONAL FIXTURE INFO

D-Series Size 0
LED Area Luminaire

d*series

Specifications

EPA:	0.44 ft² (0.04 m²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (19.0 cm)
Weight:	23 lbs (10.4 kg)

design|select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details.

Design Select options indicated by this color background.

Catalog Number
Notes
Type

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED							
Series	**LEDs**	**Color temperature**[1]	**Color Rendering Index**[1]	**Distribution**		**Voltage**	**Mounting**
DSX0 LED	**Forward optics**	30K 3000K	70CRI	AFR Automotive front row		MVOLT 120V-277V[2]	**Shipped included**
	P1 P5	40K 4000K	70CRI	T1S Type I short		HVOLT 347V-480V[2,3]	SPA Square pole mounting (#8 drilling, 4.5" min. SQ pole)
	P2 P6	50K 5000K	70CRI	T2M Type II medium		120 [1,4,5]	RPA Round pole mounting (#8 drilling, 3" min. RND pole)
	P3 P7	**Rotated optics**		T3M Type III medium		208 [1,4,5]	SPAS Square pole mounting (#5 drilling, 3" min. SQ pole)
	P4	(Only on select DSX0 only, contact factory for lead times required)		T4M Type IV medium		240 [1,4,5]	RPAS Round pole mounting (#5 drilling, 3" min. RND pole)
				BLC3 Type III backlight control[6]		277 [1,4,5]	SPABL Square tapered pole mounting (#8 drilling, 4" max. SQ pole)
		P18° P12°		LCCO Left corner cutoff[6]		347 [1,4,5]	RPABL Square tapered pole mounting (#8 drilling, 4" max. SQ pole)
		P19° P13°		RCCO Right corner cutoff[6]		480 [1,4,5]	**Other options**
		P20° P14°					NLTAIR2 PIRHN Network, Bluetooth enabled (Node) with dusk to dawn
		P21° P15°					NLTAIR2 PIR Network, Bluetooth enabled (Node) with dusk to dawn

Control options		**Other options**		**Finish** (required)	
Shipped included		**Shipped included**		DDBXD Dark bronze	
NLTAIR2 PIRHN nLight AIR pre-commissioned occupancy sensor for 8-40' mounting height, ambient sensor enabled at 2fc [7,8,9]	BSTC Quiet, pre-programmed, color corrected dimming curve [10]	PE Photocell, dusk to dawn [11]		DBLXD Black	
	FAO Field adjustable output [4,12]	DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) [13]		DNAXD Natural aluminum	
PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc [7,8,9]	BL30 Bi-level switched dimming, 30% [4,14]			DWHXD White	
	BL50 Bi-level switched dimming, 50% [4,14]			DSSTXD Textured dark bronze	
PER High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 2fc [7,8,9]				DBLBXD Textured black	
				DNATXD Textured natural aluminum	
PERS Five-pin receptacle only (control ordered separately) [15]				DWHGXD Textured white	
Shipped separately					
EGSR External Glare Shield (wraps around front and back of luminaire)					
BUBL Bird Spikes (field installed)					

Ordering Tree Notes

1. Refer to Photometric Charts for more information on CCT and CRI.
2. Not available with BL30, BL50, NLTAIR2 PIRHN, PIR, PIRH, PER, PERH, PIR1FC3V, PER7, PER5, PERH7, PERH5, PIRH1FC3V, PIRHFC3V, PIRH7, PIRH5, FAO, DMG, DCR, SF, DF, HS, SC, SCR, WG, BSW, BS, DDL, DDLS, DDLW, DDLSW, DDLWW, DDLSWW, DDLE, DDLSE, DDLWE, DDLSWE, DDLEW, DDLSEW, DDLWEW, DDLSWEW, DDLEWW, DDLSEWW, DDLEWEW, DDLSEWEW, DDLEWWW, DDLSEWWW, DDLEWEWW, DDLSEWEWW, DDLEWEWEW, DDLSEWEWEW, DDLEWWWW, DDLSEWWWW, DDLEWEWWW, DDLSEWEWWW, DDLEWEWEWW, DDLSEWEWEWW, DDLEWEWEWEW, DDLSEWEWEWEW, DDLEWWWWW, DDLSEWWWWW, DDLEWEWWWW, DDLSEWEWWWW, DDLEWEWEWWW, DDLSEWEWEWWW, DDLEWEWEWEWW, DDLSEWEWEWEWW, DDLEWEWEWEWEW, DDLSEWEWEWEWEW, DDLEWWWWWW, DDLSEWWWWWW, DDLEWEWWWWW, DDLSEWEWWWWW, DDLEWEWEWWWW, DDLSEWEWEWWWW, DDLEWEWEWEWWW, DDLSEWEWEWEWWW, DDLEWEWEWEWEWW, DDLSEWEWEWEWEWW, DDLEWEWEWEWEWEW, DDLSEWEWEWEWEWEW, DDLEWWWWWWW, DDLSEWWWWWW, DDLEWEWWWWWW, DDLSEWEWWWWWW, DDLEWEWEWWWWW, DDLSEWEWEWWWWW, DDLEWEWEWEWWWW, DDLSEWEWEWEWWWW, DDLEWEWEWEWEWWW, DDLSEWEWEWEWEWWW, DDLEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWW, DDLSEWWWWWWW, DDLEWEWWWWWWW, DDLSEWEWWWWWWW, DDLEWEWEWWWWWW, DDLSEWEWEWWWWWW, DDLEWEWEWEWWWWW, DDLSEWEWEWEWWWWW, DDLEWEWEWEWEWWWW, DDLSEWEWEWEWEWWWW, DDLEWEWEWEWEWEWWW, DDLSEWEWEWEWEWEWWW, DDLEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEW, DDLEWWWWWWWWW, DDLSEWWWWWWWW, DDLEWEWWWWWWWW, DDLSEWEWWWWWWWW, DDLEWEWEWWWWWWW, DDLSEWEWEWWWWWWW, DDLEWEWEWEWWWWWW, DDLSEWEWEWEWWWWWW, DDLEWEWEWEWEWWWWW, DDLSEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWW, DDLSEWWWWWWWWW, DDLEWEWWWWWWWWW, DDLSEWEWWWWWWWWW, DDLEWEWEWWWWWWWW, DDLSEWEWEWWWWWWWW, DDLEWEWEWEWWWWWWW, DDLSEWEWEWEWWWWWWW, DDLEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWW, DDLSEWWWWWWWWWW, DDLEWEWWWWWWWWWW, DDLSEWEWWWWWWWWWW, DDLEWEWEWWWWWWWWW, DDLSEWEWEWWWWWWWWW, DDLEWEWEWEWWWWWWWW, DDLSEWEWEWEWWWWWWWW, DDLEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWWW, DDLSEWWWWWWWWWWW, DDLEWEWWWWWWWWWWW, DDLSEWEWWWWWWWWWWW, DDLEWEWEWWWWWWWWWW, DDLSEWEWEWWWWWWWWWW, DDLEWEWEWEWWWWWWWWW, DDLSEWEWEWEWWWWWWWWW, DDLEWEWEWEWEWWWWWWWW, DDLSEWEWEWEWEWWWWWWWW, DDLEWEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEWEW

NOTES

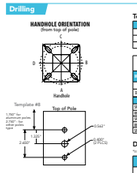
1. Selected options available with packages P15, P17, P12 and P13. Must be combined with option UBL or WBL.
2. 120, 208, 240, 277, 347 and 480 are only available with BL30, BL50, NLTAIR2 PIRHN, PIR, PIRH, PER, PERH, PIR1FC3V, PER7, PER5, PERH7, PERH5, PIRH1FC3V, PIRHFC3V, PIRH7, PIRH5, FAO, DMG, DCR, SF, DF, HS, SC, SCR, WG, BSW, BS, DDL, DDLS, DDLW, DDLSW, DDLWW, DDLSWW, DDLE, DDLSE, DDLWE, DDLSWE, DDLEW, DDLSEW, DDLWEW, DDLSWEW, DDLEWW, DDLSEWW, DDLEWEW, DDLSEWEW, DDLEWWW, DDLSEWWW, DDLEWEWW, DDLSEWEWW, DDLEWEWEW, DDLSEWEWEW, DDLEWWWW, DDLSEWWWW, DDLEWEWWW, DDLSEWEWWW, DDLEWEWEWW, DDLSEWEWEWW, DDLEWEWEWEW, DDLSEWEWEWEW, DDLEWWWWW, DDLSEWWWWW, DDLEWEWWWW, DDLSEWEWWWW, DDLEWEWEWWW, DDLSEWEWEWWW, DDLEWEWEWEWW, DDLSEWEWEWEWW, DDLEWEWEWEWEW, DDLSEWEWEWEWEW, DDLEWWWWWW, DDLSEWWWWWW, DDLEWEWWWWW, DDLSEWEWWWWW, DDLEWEWEWWWW, DDLSEWEWEWWWW, DDLEWEWEWEWWW, DDLSEWEWEWEWWW, DDLEWEWEWEWEWW, DDLSEWEWEWEWEWW, DDLEWEWEWEWEWEW, DDLSEWEWEWEWEWEW, DDLEWWWWWWW, DDLSEWWWWWW, DDLEWEWWWWWW, DDLSEWEWWWWWW, DDLEWEWEWWWWW, DDLSEWEWEWWWWW, DDLEWEWEWEWWWW, DDLSEWEWEWEWWWW, DDLEWEWEWEWEWWW, DDLSEWEWEWEWEWWW, DDLEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWW, DDLSEWWWWWWW, DDLEWEWWWWWWW, DDLSEWEWWWWWWW, DDLEWEWEWWWWWW, DDLSEWEWEWWWWWW, DDLEWEWEWEWWWWW, DDLSEWEWEWEWWWWW, DDLEWEWEWEWEWWWW, DDLSEWEWEWEWEWWWW, DDLEWEWEWEWEWEWWW, DDLSEWEWEWEWEWEWWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWWW, DDLSEWWWWWWWW, DDLEWEWWWWWWWW, DDLSEWEWWWWWWWW, DDLEWEWEWWWWWWW, DDLSEWEWEWWWWWWW, DDLEWEWEWEWWWWWW, DDLSEWEWEWEWWWWWW, DDLEWEWEWEWEWWWWW, DDLSEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWW, DDLSEWWWWWWWWW, DDLEWEWWWWWWWWW, DDLSEWEWWWWWWWWW, DDLEWEWEWWWWWWWW, DDLSEWEWEWWWWWWWW, DDLEWEWEWEWWWWWWW, DDLSEWEWEWEWWWWWWW, DDLEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWW, DDLSEWWWWWWWWWW, DDLEWEWWWWWWWWWW, DDLSEWEWWWWWWWWWW, DDLEWEWEWWWWWWWWW, DDLSEWEWEWWWWWWWWW, DDLEWEWEWEWWWWWWWW, DDLSEWEWEWEWWWWWWWW, DDLEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWWW, DDLSEWWWWWWWWWWW, DDLEWEWWWWWWWWWWW, DDLSEWEWWWWWWWWWWW, DDLEWEWEWWWWWWWWWW, DDLSEWEWEWWWWWWWWWW, DDLEWEWEWEWWWWWWWWW, DDLSEWEWEWEWWWWWWWWW, DDLEWEWEWEWEWWWWWWWW, DDLSEWEWEWEWEWWWWWWWW, DDLEWEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWWWW, DDLSEWWWWWWWWWWWW, DDLEWEWWWWWWWWWWWW, DDLSEWEWWWWWWWWWWWW, DDLEWEWEWWWWWWWWWWW, DDLSEWEWEWWWWWWWWWWW, DDLEWEWEWEWWWWWWWWWW, DDLSEWEWEWEWWWWWWWWWW, DDLEWEWEWEWEWWWWWWWWW, DDLSEWEWEWEWEWWWWWWWWW, DDLEWEWEWEWEWEWWWWWWWW, DDLSEWEWEWEWEWEWWWWWWWW, DDLEWEWEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEWEWEW
3. HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4. Not available with BL30, BL50, NLTAIR2 PIRHN, PIR, PIRH, PER, PERH, PIR1FC3V, PER7, PER5, PERH7, PERH5, PIRH1FC3V, PIRHFC3V, PIRH7, PIRH5, FAO, DMG, DCR, SF, DF, HS, SC, SCR, WG, BSW, BS, DDL, DDLS, DDLW, DDLSW, DDLWW, DDLSWW, DDLE, DDLSE, DDLWE, DDLSWE, DDLEW, DDLSEW, DDLWEW, DDLSWEW, DDLEWW, DDLSEWW, DDLEWEW, DDLSEWEW, DDLEWWW, DDLSEWWW, DDLEWEWW, DDLSEWEWW, DDLEWEWEW, DDLSEWEWEW, DDLEWWWW, DDLSEWWWW, DDLEWEWWW, DDLSEWEWWW, DDLEWEWEWW, DDLSEWEWEWW, DDLEWEWEWEW, DDLSEWEWEWEW, DDLEWWWWW, DDLSEWWWWW, DDLEWEWWWW, DDLSEWEWWWW, DDLEWEWEWWW, DDLSEWEWEWWW, DDLEWEWEWEWW, DDLSEWEWEWEWW, DDLEWEWEWEWEW, DDLSEWEWEWEWEW, DDLEWWWWWW, DDLSEWWWWWW, DDLEWEWWWWW, DDLSEWEWWWWW, DDLEWEWEWWWW, DDLSEWEWEWWWW, DDLEWEWEWEWWW, DDLSEWEWEWEWWW, DDLEWEWEWEWEWW, DDLSEWEWEWEWEWW, DDLEWEWEWEWEWEW, DDLSEWEWEWEWEWEW, DDLEWWWWWWW, DDLSEWWWWWW, DDLEWEWWWWWW, DDLSEWEWWWWWW, DDLEWEWEWWWWW, DDLSEWEWEWWWWW, DDLEWEWEWEWWWW, DDLSEWEWEWEWWWW, DDLEWEWEWEWEWWW, DDLSEWEWEWEWEWWW, DDLEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWW, DDLSEWWWWWWW, DDLEWEWWWWWWW, DDLSEWEWWWWWWW, DDLEWEWEWWWWWW, DDLSEWEWEWWWWWW, DDLEWEWEWEWWWWW, DDLSEWEWEWEWWWWW, DDLEWEWEWEWEWWWW, DDLSEWEWEWEWEWWWW, DDLEWEWEWEWEWEWWW, DDLSEWEWEWEWEWEWWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWWW, DDLSEWWWWWWWW, DDLEWEWWWWWWWW, DDLSEWEWWWWWWWW, DDLEWEWEWWWWWWW, DDLSEWEWEWWWWWWW, DDLEWEWEWEWWWWWW, DDLSEWEWEWEWWWWWW, DDLEWEWEWEWEWWWWW, DDLSEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWW, DDLSEWWWWWWWWW, DDLEWEWWWWWWWWW, DDLSEWEWWWWWWWWW, DDLEWEWEWWWWWWWW, DDLSEWEWEWWWWWWWW, DDLEWEWEWEWWWWWWW, DDLSEWEWEWEWWWWWWW, DDLEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWW, DDLSEWWWWWWWWWW, DDLEWEWWWWWWWWWW, DDLSEWEWWWWWWWWWW, DDLEWEWEWWWWWWWWW, DDLSEWEWEWWWWWWWWW, DDLEWEWEWEWWWWWWWW, DDLSEWEWEWEWWWWWWWW, DDLEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWWW, DDLSEWWWWWWWWWWW, DDLEWEWWWWWWWWWWW, DDLSEWEWWWWWWWWWWW, DDLEWEWEWWWWWWWWWW, DDLSEWEWEWWWWWWWWWW, DDLEWEWEWEWWWWWWWWW, DDLSEWEWEWEWWWWWWWWW, DDLEWEWEWEWEWWWWWWWW, DDLSEWEWEWEWEWWWWWWWW, DDLEWEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWWWW, DDLSEWWWWWWWWWWWW, DDLEWEWWWWWWWWWWWW, DDLSEWEWWWWWWWWWWWW, DDLEWEWEWWWWWWWWWWW, DDLSEWEWEWWWWWWWWWWW, DDLEWEWEWEWWWWWWWWWW, DDLSEWEWEWEWWWWWWWWWW, DDLEWEWEWEWEWWWWWWWWW, DDLSEWEWEWEWEWWWWWWWWW, DDLEWEWEWEWEWEWWWWWWWW, DDLSEWEWEWEWEWEWWWWWWWW, DDLEWEWEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEWEWEW
5. Not available with P18, P19, P20, P21, P14, P15, P16, P17, P12, P13, P4 or P5.
6. Not available with BL30, BL50, NLTAIR2 PIRHN, PIR, PIRH, PER, PERH, PIR1FC3V, PER7, PER5, PERH7, PERH5, PIRH1FC3V, PIRHFC3V, PIRH7, PIRH5, FAO, DMG, DCR, SF, DF, HS, SC, SCR, WG, BSW, BS, DDL, DDLS, DDLW, DDLSW, DDLWW, DDLSWW, DDLE, DDLSE, DDLWE, DDLSWE, DDLEW, DDLSEW, DDLWEW, DDLSWEW, DDLEWW, DDLSEWW, DDLEWEW, DDLSEWEW, DDLEWWW, DDLSEWWW, DDLEWEWW, DDLSEWEWW, DDLEWEWEW, DDLSEWEWEW, DDLEWWWW, DDLSEWWWW, DDLEWEWWW, DDLSEWEWWW, DDLEWEWEWW, DDLSEWEWEWW, DDLEWEWEWEW, DDLSEWEWEWEW, DDLEWWWWW, DDLSEWWWWW, DDLEWEWWWW, DDLSEWEWWWW, DDLEWEWEWWW, DDLSEWEWEWWW, DDLEWEWEWEWW, DDLSEWEWEWEWW, DDLEWEWEWEWEW, DDLSEWEWEWEWEW, DDLEWWWWWW, DDLSEWWWWWW, DDLEWEWWWWW, DDLSEWEWWWWW, DDLEWEWEWWWW, DDLSEWEWEWWWW, DDLEWEWEWEWWW, DDLSEWEWEWEWWW, DDLEWEWEWEWEWW, DDLSEWEWEWEWEWW, DDLEWEWEWEWEWEW, DDLSEWEWEWEWEWEW, DDLEWWWWWWW, DDLSEWWWWWW, DDLEWEWWWWWW, DDLSEWEWWWWWW, DDLEWEWEWWWWW, DDLSEWEWEWWWWW, DDLEWEWEWEWWWW, DDLSEWEWEWEWWWW, DDLEWEWEWEWEWWW, DDLSEWEWEWEWEWWW, DDLEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWW, DDLSEWWWWWWW, DDLEWEWWWWWWW, DDLSEWEWWWWWWW, DDLEWEWEWWWWWW, DDLSEWEWEWWWWWW, DDLEWEWEWEWWWWW, DDLSEWEWEWEWWWWW, DDLEWEWEWEWEWWWW, DDLSEWEWEWEWEWWWW, DDLEWEWEWEWEWEWWW, DDLSEWEWEWEWEWEWWW, DDLEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEW, DDLEWWWWWWWWW, DDLSEWWWWWWWW, DDLEWEWWWWWWWW, DDLSEWEWWWWWWWW, DDLEWEWEWWWWWWW, DDLSEWEWEWWWWWWW, DDLEWEWEWEWWWWWW, DDLSEWEWEWEWWWWWW, DDLEWEWEWEWEWWWWW, DDLSEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWW, DDLSEWWWWWWWWW, DDLEWEWWWWWWWWW, DDLSEWEWWWWWWWWW, DDLEWEWEWWWWWWWW, DDLSEWEWEWWWWWWWW, DDLEWEWEWEWWWWWWW, DDLSEWEWEWEWWWWWWW, DDLEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWW, DDLSEWWWWWWWWWW, DDLEWEWWWWWWWWWW, DDLSEWEWWWWWWWWWW, DDLEWEWEWWWWWWWWW, DDLSEWEWEWWWWWWWWW, DDLEWEWEWEWWWWWWWW, DDLSEWEWEWEWWWWWWWW, DDLEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEW, DDLEWWWWWWWWWWWW, DDLSEWWWWWWWWWWW, DDLEWEWWWWWWWWWWW, DDLSEWEWWWWWWWWWWW, DDLEWEWEWWWWWWWWWW, DDLSEWEWEWWWWWWWWWW, DDLEWEWEWEWWWWWWWWW, DDLSEWEWEWEWWWWWWWWW, DDLEWEWEWEWEWWWWWWWW, DDLSEWEWEWEWEWWWWWWWW, DDLEWEWEWEWEWEWWWWWWW, DDLSEWEWEWEWEWEWWWWWWW, DDLEWEWEWEWEWEWEWWWWWW, DDLSEWEWEWEWEWEWEWWWWWW, DDLEWEWEWEWEWEWEWEWWWWW, DDLSEWEWEWEWEWEWEWEWWWWW, DDLEWEWEWEWEWEWEWEWEWWWW, DDLSEWEWEWEWEWEWEWEWEWWWW, DDLEWEWEWEWEWEWEWEWEWEWW, DDLSEWEWEWEWEWEWEWEWEWEWW, DDLEWEWEWEWEWEWEWEWEWEWEW, DDLSEWEWEWEWEWEWEWEWEWEWEW

Shield Accessories

External Glare Shield (EGSR)

House Side Shield (HS)

Drilling



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Shop Code	2 @ 180	2 @ 90	3 @ 120	4 @ 90	4 @ 90
2 3/8"	RPA	AST2-190	AS2-190	AS2-290	AS3-120	AS4-90	AS4-490
2 7/8"	RPA	AST2-190	AS2-280	AS2B-280	AS3S-280	AS4S-280	AS4S-490
4"	RPA	AST2-190	AS2-280	AS2B-280	AS3S-280	AS4S-280	AS4S-490

Mounting Option	Adjustability	Single	2 @ 180	2 @ 90	3 @ 120	4 @ 90	4 @ 90
Shipped Included		Side A	Side A & B	Side A & B	Side A & B	Shipped Flat Side	Side A, B, C & D
Drill Pattern Code		AB	DM19AS	DM28AS	DM29AS	DM39AS	DM49AS

Tenon Size	Drill Pattern	Side A	Side B	Side C	Side D
2A	AB	3.5"	3.5"	3.5"	3.5"
2BS	AB	3"	3"	3"	3"
2RS	AS	3"	3"	3"	3"
2RW	AS	3"	3"	3"	3"
2RSS	AS	3"	3"	3"	3"

DSX0 Area Luminaire - EPA

Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Tenon Quantity & Mounting Configuration	Single DM29	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM33	4 @ 90 DM49
Mounting Type						
DSX0 with 12ft	0.44	0.88	0.96	1.38	—	1.76
DSX0 with 18ft, 20ft tapered	0.51	1.02	1.06	1.36	1.24	1.39
DSX0 with 18ft, 20ft SQ	0.51	1.02	1.06	1.36	1.24	1.39
DSX0 with 30ft	0.64	1.28	1.24	1.67	1.78	1.93

ADDITIONAL FIXTURE INFO

CONTRACTOR SELECT

JUNO

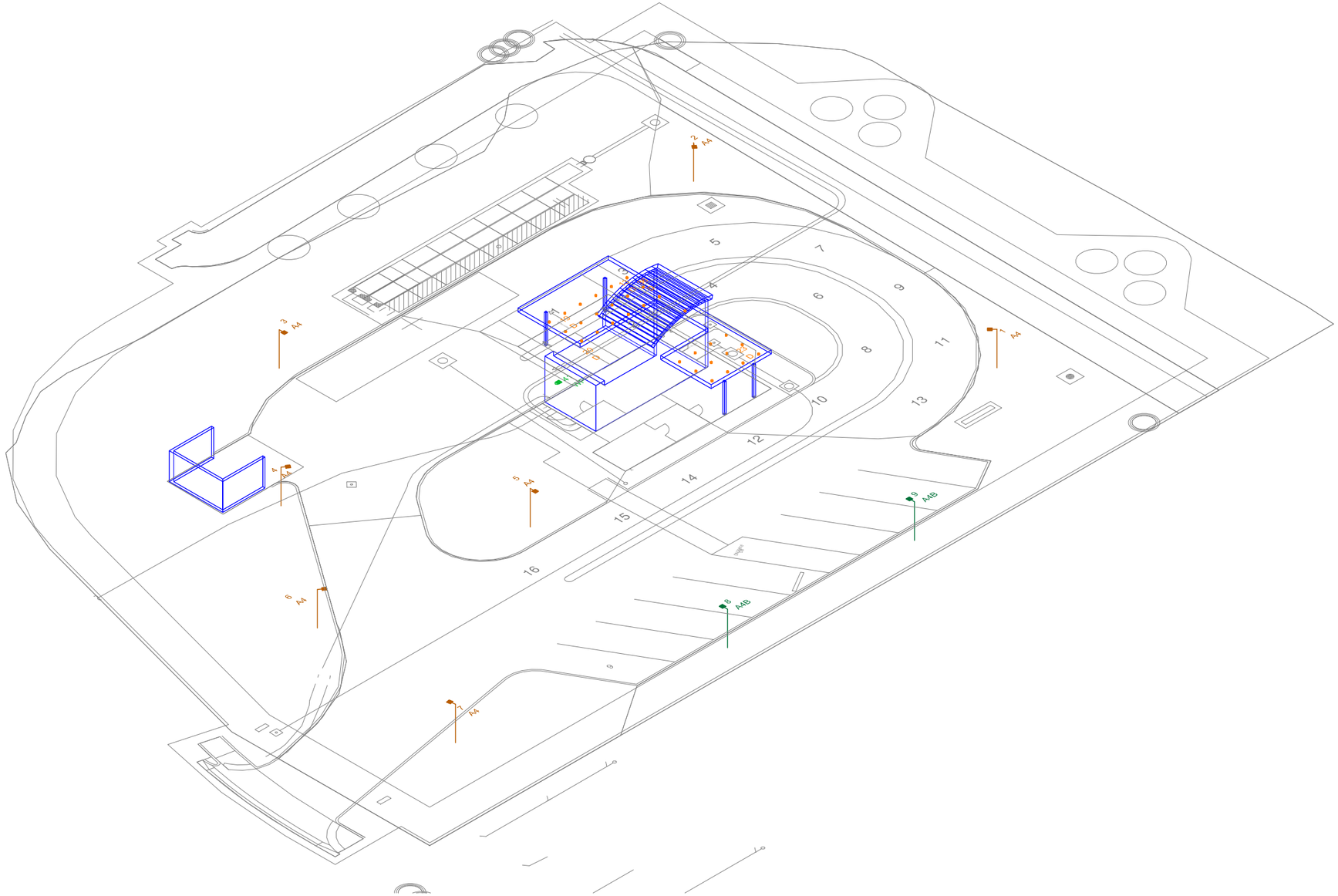
Contractor Select™

WF4 & WF6 SWW5
4

AREA

DOWNLIGHT

WALL MOUNTED



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513-574-9500 : redleonard.com

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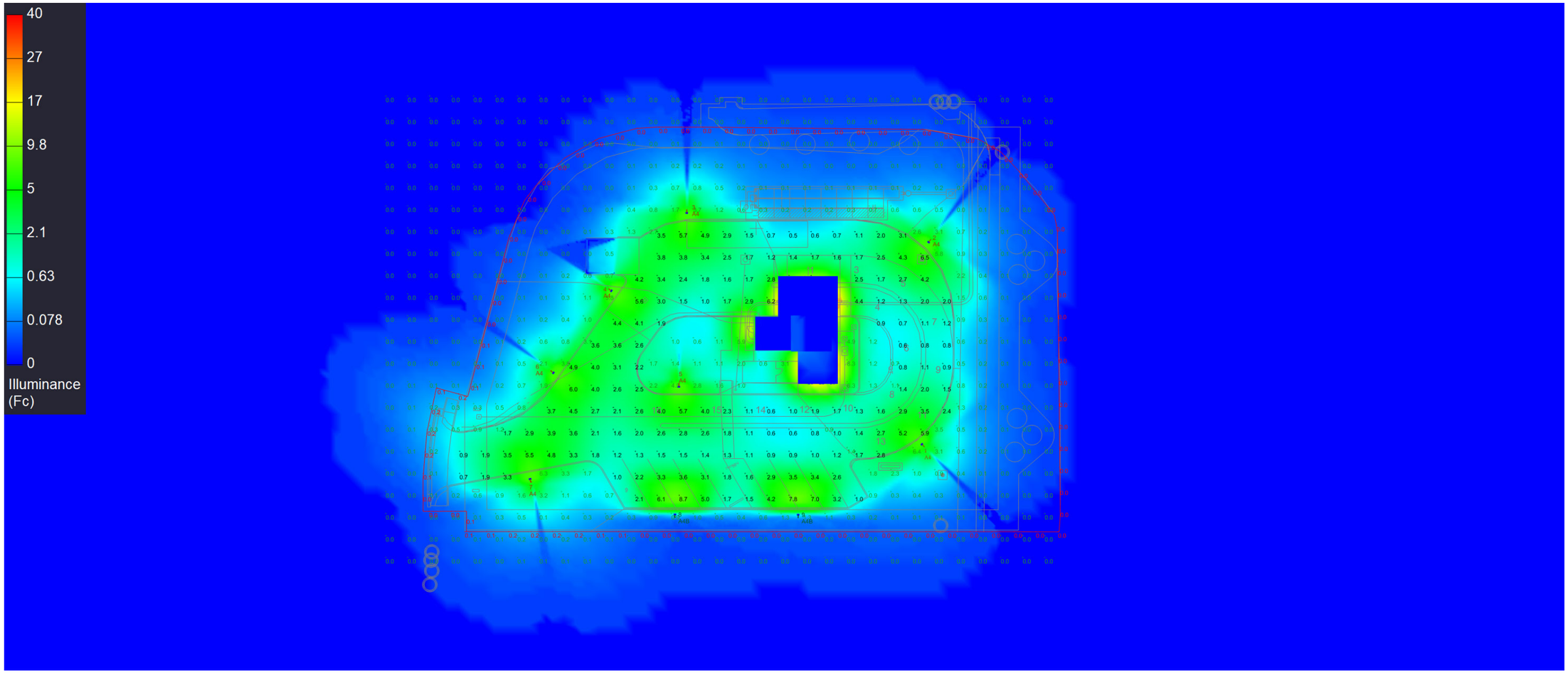
PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R4

SEVEN BREW DRIVE THRU COFFEE



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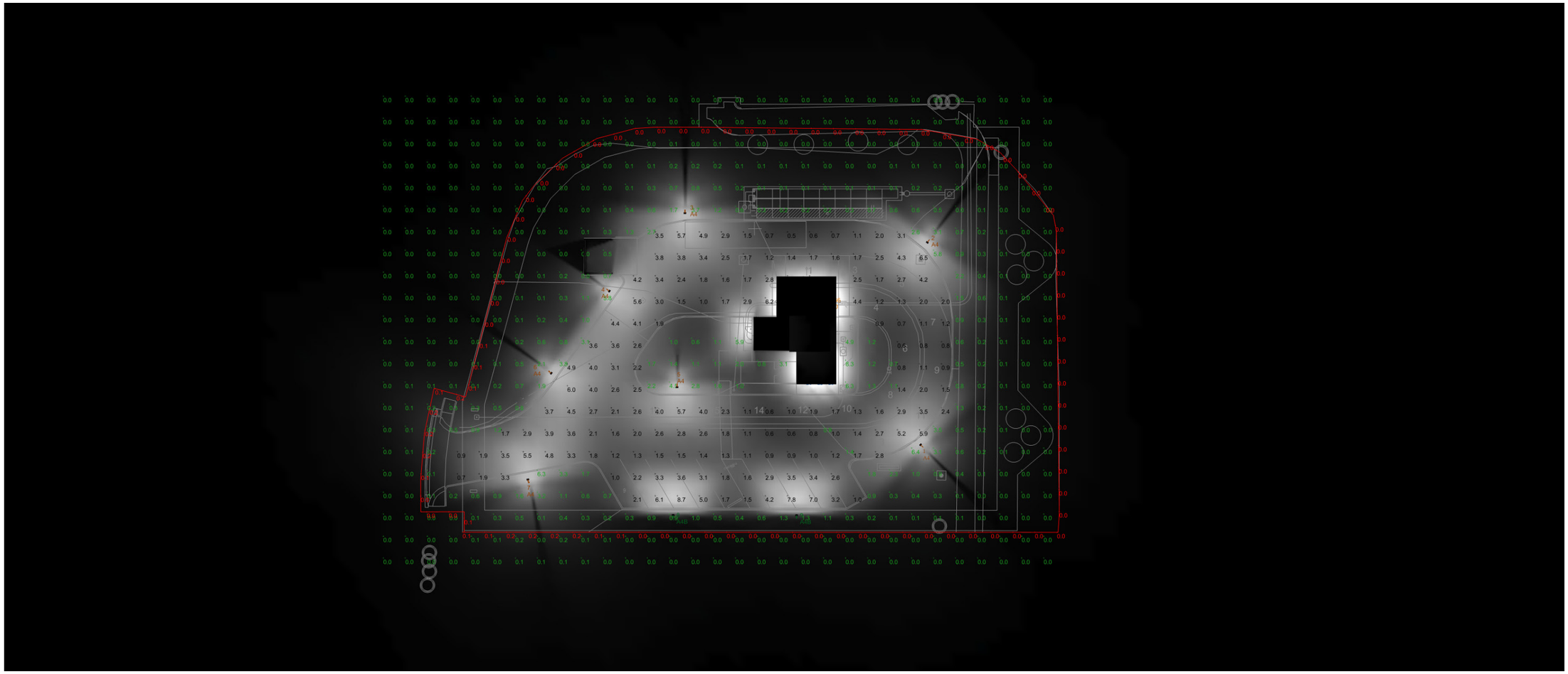
PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R4



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PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R4

ALTA/NSPS LAND TITLE SURVEY

NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. NCS-1226491AL1-ORL DATED JUNE 30, 2025

(11) 11. Oil, Gas and Mineral Lease from A.I. Corte, Jr., also known as Attilio I. Corte, Jr. and Barbara Yarbrough Corte to Amerada Hess Corporation, filed for record December 8, 1976 in Deed Book 510, Page 269.
BLANKET IN NATURE, NO ITEMS TO PLOT

(12) 12. Right-of-Way from Barbara Y. Corte to The Utilities Board of the City of Foley, dated June 24, 1998, filed for record in Real Property Book 845, Page 623.
IS NOT ON OR DOES NOT TOUCH

(13) 13. Release of Damages set forth in Deed to the State of Alabama dated January 24, 2014, recorded as Instrument Number 1439234.
BLANKET IN NATURE, NO ITEMS TO PLOT

(14) 14. Non-Exclusive Easement for Ingress, Egress and Utilities from Barbara Y. Corte to The Sanctuary, LLC, dated April 27, 2005, recorded as Instrument Number 887981.
IS NOT ON OR DOES NOT TOUCH

(16) 16. Building setback lines, drainage and utility easements, terms, conditions and restrictions as set out on recorded plat of said subdivision on Slide 2954-B, Slide 2954-C and corrected in Doc # 2189244.
SHOWN HEREON; MULTIPLE DRAINAGE AND UTILITY EASEMENTS ALONG WITH 15' SIDEWALK EASEMENT SHOWN APPROXIMATE HEREON

(18) 18. Drainage Easement granted to State of Alabama Department of Transportation recorded as Instrument Number 1883828.
SHOWN HEREON

(19) 19. Term, Conditions, and Restrictions on use of subject property as set forth in Memorandum of Lease between Corte, Cave/Mitchell 1, LLC, as Landlord and Publix Alabama, LLC, as Tenant recorded as Instrument Number 1888619.
NO ITEMS TO PLOT

(21) 21. Declaration of Covenants, Conditions, Restrictions and grant of Easement recorded as Instrument Number 1888620.
As amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Grant of Easements, recorded on February 20, 2024 as Instrument Number 20108011.
Further amended by Second Amendment to Declaration of Covenants, Conditions, Restrictions and Grant of Easements, recorded on April 4, 2025 as Instrument Number 2180246.
SHOWN HEREON- 10' UTILITY EASEMENT ALONG REAR SIDE OF SUBJECT PROPERTY

(22) 22. Permanent Ingress Egress Access Easement granted to Lots 2, 3,4, 5, 6, 7, 8 and 9 as shown on Planters Pointe Subdivision Slide 2954-B as contained in Doc # 2137580.
SHOWN HEREON

LEGAL DESCRIPTION

Lot 5 of Planters Pointe Subdivision Re-sub of Lot 2 NW corner Hwy 181- Hwy 104 Sub as recorded on Slide 2954-B and Slide 2954-C, and corrected in Doc # 2180244, Baldwin County, Alabama.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement, for ingress, egress, and utilities, over and across Lot 1 of the Northwest Corner of Hwy 181-Hwy 104 Subdivision, as recorded on Slide 2725-E and ratification of plat recorded as Instrument Number 1857087 in the Office of the Judge of Probate, Baldwin County, Alabama, which is hereby reserved unto the grantor, its successors and/or assigns for the benefit of its adjoining property and any future development thereof. Said easement being more particularly described as follows:

Commencing at the Southwest corner of said Lot 2, NW Corner Hwy 181 – Hwy 104 Subdivision; thence run N-00°04'20"-W, 863.28 feet to the a point; thence run S-89°39'53"-E, 574.80 feet to the Point of Beginning; thence run Northeasterly along a curve to the left having a radius of 50.00 feet, a chord of which bears N-45°10'03"-E, 70.92 feet, an arc distance of 78.83 feet to a point; thence run N-00°00'00"-E, 154.18 feet to a point; thence run Northwesterly along a curve to the left having a radius of 87.00 feet. a chord of which bears N-03°26'37"-W, 10.45 feet, an arc distance of 10.46 feet to a point; thence run N-06°53'06"-W, 118.06 feet to a point; thence run Northeasterly along a curve to the right having a radius of 150.00 feet, a chord of which bears N-44°54'29"-E, 235.73 feet, an arc distance of 271.19 feet to a point; thence run Southeasterly along a curve to the left having a radius 175.00 feet, a chord of which bears S-86°38'58"-E, 20.45 feet, an arc distance of 20.47 feet to a point; thence run N-90°00'00"-E, 85.53 feet to a point on the West right-of-way of State Route 181; thence run S-33°25'46"-E along said West right-of-way of State Route 181, 54.46 feet to a point; thence run S-00°15'38"-W along said West right-of-way of State route 181, 36.55 feet to a point; thence run N-90°00'00"-W leaving said West right-of-way of State Route 181, 89.75 feet to a point; thence run Southwesterly along a curve to the left having a radius of 88.00 feet, a chord of which bears S-63°58'56"-W, 77.20 feet, an arc distance of 79.92 feet to a point; thence run Southwesterly along a curve to the right having a radius of 313.00 feet, a chord of which bears S-41°19'36"-W, 36.71 feet, an arc distance of 36.73 feet to a point; thence run Southwesterly along a curve to the left having a radius 187.00 feet, a chord of which bears S-22°20'40"-W, 142.19 feet, an arc distance of 145.85 feet to a point; thence run S-00°00'00"-E 223.23 feet to a point; thence run N-89°39'53"-W, 100.29 feet to the Point of Beginning, containing 1.17 acres, more or less.

TOGETHER WITH a permanent ingress/egress access easement appurtenant described as:

Beginning at the Northeast corner of Lot 1, as recorded on Slide 2954-B in the Office of the Judge of Probate, Baldwin County, Alabama and also said point being the Point of Beginning; thence run N-90°00'00"-W 35.00' to a point; thence run S-00°00'00"-E for a distance of 370.80'; thence run S-28°06'08"-W for a distance of 54.29' to the beginning of a curve to the left, said curve having a radius of 51.31', chord bearing of S-01°26'16"-W and chord length of 64.42', thence run along said curve 69.64' to the beginning of curve to the right, said curve having a radius of 137.02', a chord bearing of S-31°55'31"-E and chord length of 45.65', thence run along said curve 45.86' to the beginning of a curve to the right, said curve having a radius of 27.40', a chord bearing S-03°01'40"-E and chord length of 16.10', thence run along said curve 16.34'; thence run S-15°07'31"-W for a distance of 54.82' to the beginning of a curve to the left, said curve having a radius of 174.50', a chord bearing of S-12°53'08"-W and chord length of 13.64'; thence run along said curve 13.64' to the beginning of a curve to the right, said curve having a radius of 14.50', a chord bearing S-50°19'22"-W and chord length of 18.52'; thence run along said curve 20.08'; thence run N-90°00'00"-W for a distance of 327.09'; thence run S-00°00'00"-E for a distance of 219.85'; thence run S-45°10'03"-W for a distance of 35.46' to a point on the North right of way line of Alabama Hwy 104; thence run S-89°39'55"-E along said right of way line for a distance of 110.00'; thence leaving said right of way run N-44°49'57"-W for a distance of 42.34'; thence run N-00°00'00"-E for a distance of 165.96'; thence run N-45°00'00"-E for a distance of 20.51'; thence run N-90°00'00"-E for a distance of 244.33'; thence run S-45°00'00"-E for a distance of 20.51'; thence run S-00°00'00"-E for a distance of 168.94'; thence run S-45°10'03"-W for a distance of 40.16' to a point on the North right of way line of Alabama Hwy 104; thence run S-89°39'55"-E along said right of way for a distance of 100.00'; thence leaving said right of way line run N-44°49'57"-W for a distance of 35.25'; thence run N-00°11'11"-E for a distance of 178.92'; thence run N-90°00'00"-E for a distance of 2.50'; thence run N-00°00'00"-E for a distance of 59.09'; thence run N-15°07'31"-E fora distance of 77.22' to the beginning of a curve to the right, said curve having a radius of 90.82', a chord bearing N-52°33'46"-E and chord length of 84.50'; thence run along said curve 90.82'; thence run N-90°00'00"-E for a distance of 166.44' to a point on the west right of way line of Alabama Highway 181; thence run N-00°15'38"-E along said right of way line for a distance of 45.00'; thence leaving said right of way run N-90°00'00"-W for a distance of 166.58' to the beginning of a curve to the right, said curve having a radius of 69.50', a chord bearing N-45°00'00"-W and a chord length of 98.29', thence run along said curve 109.17'; thence run N-00°00'00"-W for a distance of 359.87' to the Point of Beginning. Said easement contains 1.70 acres, more or less.

SITE DATA

ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AT THE PUBLIC COUNTER OF THE LOCAL ZONING AUTHORITY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES, COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

1. ZONING: B-2 (GENERAL BUSINESS)

SETBACKS-
- -FRONT= 20'; WHERE ABUTS RESIDENTIAL, BE IN LINE WITH ADJACENT STRUCTURES
- -CORNER SIDE= NONE
- -SIDE= 0'; 10' WHEN ABUTTING RESIDENTIAL
- -REAR= 0'; 20' WHEN ABUTTING RESIDENTIAL

HEIGHT RESTRICTIONS- 30'

PARKING PROVIDED-
- -REGULAR= 0 SPACES
- -HANDICAP= 0 SPACES
- TOTAL SPACES PROVIDED= 0 MARKED SPACES

2. VERTICAL DATUM- NAVD88, OPUS SOLUTION

3. SITE BENCHMARKS-

#1- MAG NAIL, ELEV. 117.31'
#2- MAG NAIL, ELEV. 115.76'

4. NOTES REGARDING TABLE A ITEMS 16 & 17-

NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS.

NO OBSERVABLE CHANGES IN STREET RIGHT-OF-WAY LINES, RECENT STREET OR SIDEWALK REPAIRS.

5. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM A REPORT FURNISHED BY BLOODHOUND UTILITY LOCATORS.

STANDARD LEGEND

5/8" REBAR W/ CAP THOMPSON ENGINEERING	POWERPOLE	SAN. SEWER LINE
MONUMENT SET	GUY WIRE	SEWER MANHOLE
MAG NAIL FOUND	LIGHT POLE	GREASE TRAP
MAG NAIL SET	STREET LIGHT POLE	CLEAN OUT
X MARK AS NOTED	ELEC. TRANSFORMER	STORM DRAIN LINE
R.R. SPIKE FOUND	BURIED ELECTRIC	STORM DRAIN MANHOLE
R.R. SPIKE SET	OVERHEAD ELECTRIC	STORM INLET
BENCHMARK	ELECTRIC MANHOLE	CATCH BASIN
CONC. R/W MARKER	ELECTRIC METER	CURB INLET
RECORD DATA	ELECTRIC BOX	TELEPHONE BOX
MEASURED DATA	GENERATOR	TELEPHONE PEDESTAL
CALCULATED DATA	ELECTRICAL VAULT	TELEPHONE VAULT
R/W RIGHT OF WAY	ELECTRICAL PEDESTAL	TELEPHONE MANHOLE
BSL BACK SET LINE	WATER LINE	TELEPHONE POLE
RCP REINFORCED CONC PIPE	WATER MANHOLE	TELEPHONE LINE
CMP CORRUGATED METAL PIPE	WATER VALVE	OVERHEAD TELEPHONE
PVC PLASTIC PIPE	WATER METER	UNDERGROUND TELEPHONE MARKER
MTL METAL	HYDRANT	CABLE TELEVISION
AGL ABOVE GROUND LEVEL	BACK FLOW PREVENTOR	FIBER OPTIC CABLE
S.F. SQUARE FOOT	FIRE DEPARTMENT CONNECTION	OVERHEAD CABLE
L/S LANDSCAPING	WATER VAULT	CABLE BOX
FUEL TANK LID	GAS VALVE	CABLE PEDESTAL
FLAG POLE	GAS METER	UNDERGROUND CABLE MARKER
UNKNOWN MANHOLE	UNDERGROUND GAS MARKER	TELECOMMUNICATIONS MANHOLE
FROZEN MANHOLE	GAS MANHOLE	TELECOMMUNICATIONS PEDESTAL
UNKNOWN VAULT	GAS LINE	TELECOMMUNICATIONS VAULT
UNKNOWN VAULT METAL	TRAFFIC POLE	FIBER OPTIC VAULT
MAIL BOX	TRAFFIC MANHOLE	FENCE
BOLLARD	TRAFFIC SIGNAL BOX	
BORE HOLE	TRAFFIC VAULT	
MONITORING WELL	STOP SIGN	
DECIDUOUS TREE	SIGN	

THE ABOVE SYMBOLS MAKE NO STATEMENT AS TO OWNERSHIP UNLESS NOTED OTHERWISE

IMPROVEMENT NOTES

THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

A1 NONE

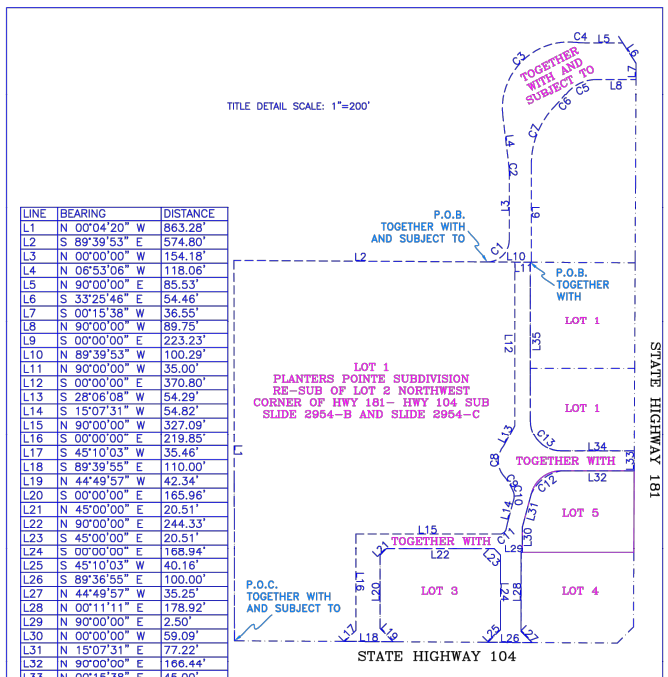
SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS.

ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS

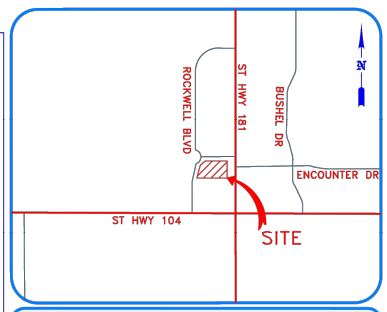
A2 NONE

TITLE DETAIL SCALE: 1"=200'



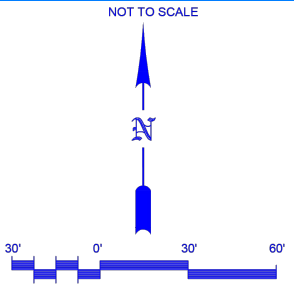
LINE	BEARING	DISTANCE
L1	N 00°04'20" W	863.28'
L2	S 89°39'53" E	574.80'
L3	N 00°00'00" W	154.18'
L4	N 06°53'06" W	118.06'
L5	N 90°00'00" E	85.53'
L6	S 33°25'46" E	54.46'
L7	S 00°15'38" W	36.55'
L8	N 90°00'00" W	89.75'
L9	S 00°00'00" E	223.23'
L10	N 89°39'53" W	100.29'
L11	N 90°00'00" W	35.00'
L12	S 00°00'00" E	370.80'
L13	S 28°06'08" W	54.29'
L14	S 15°07'31" W	54.82'
L15	N 90°00'00" W	327.09'
L16	S 00°00'00" E	219.85'
L17	S 45°10'03" W	35.46'
L18	S 89°39'55" E	110.00'
L19	N 44°49'57" W	42.34'
L20	S 00°00'00" E	165.96'
L21	N 45°00'00" E	20.51'
L22	N 90°00'00" E	244.33'
L23	S 45°00'00" E	20.51'
L24	S 00°00'00" E	168.94'
L25	S 45°10'03" W	40.16'
L26	S 89°36'55" E	100.00'
L27	N 44°49'57" W	35.25'
L28	N 00°11'11" E	178.92'
L29	N 90°00'00" E	2.50'
L30	N 00°00'00" W	59.09'
L31	N 15°07'31" E	77.22'
L32	N 90°00'00" E	166.44'
L33	N 00°15'38" E	45.00'
L34	N 90°00'00" W	166.58'
L35	N 00°00'00" W	359.87'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	78.84'	70.92'	N 45°10'03" E
C2	87.00'	10.46'	10.45'	S 03°26'37" E
C3	150.00'	271.18'	235.73'	N 44°54'29" E
C4	175.00'	20.46'	20.45'	S 86°38'58" E
C5	88.00'	79.92'	77.20'	S 63°58'56" W
C6	313.00'	36.73'	36.71'	S 41°19'36" W
C7	187.00'	145.86'	142.19'	S 22°20'40" W
C8	51.31'	69.64'	64.42'	S 01°26'16" W
C9	137.02'	45.86'	45.65'	N 31°55'31" W
C10	27.40'	16.34'	16.10'	N 03°01'40" W
C11	14.50'	20.09'	18.52'	S 50°19'22" W
C12	90.82'	87.89'	84.50'	N 52°33'46" E
C13	69.50'	109.17'	98.29'	N 45°00'00" W



VICINITY MAP

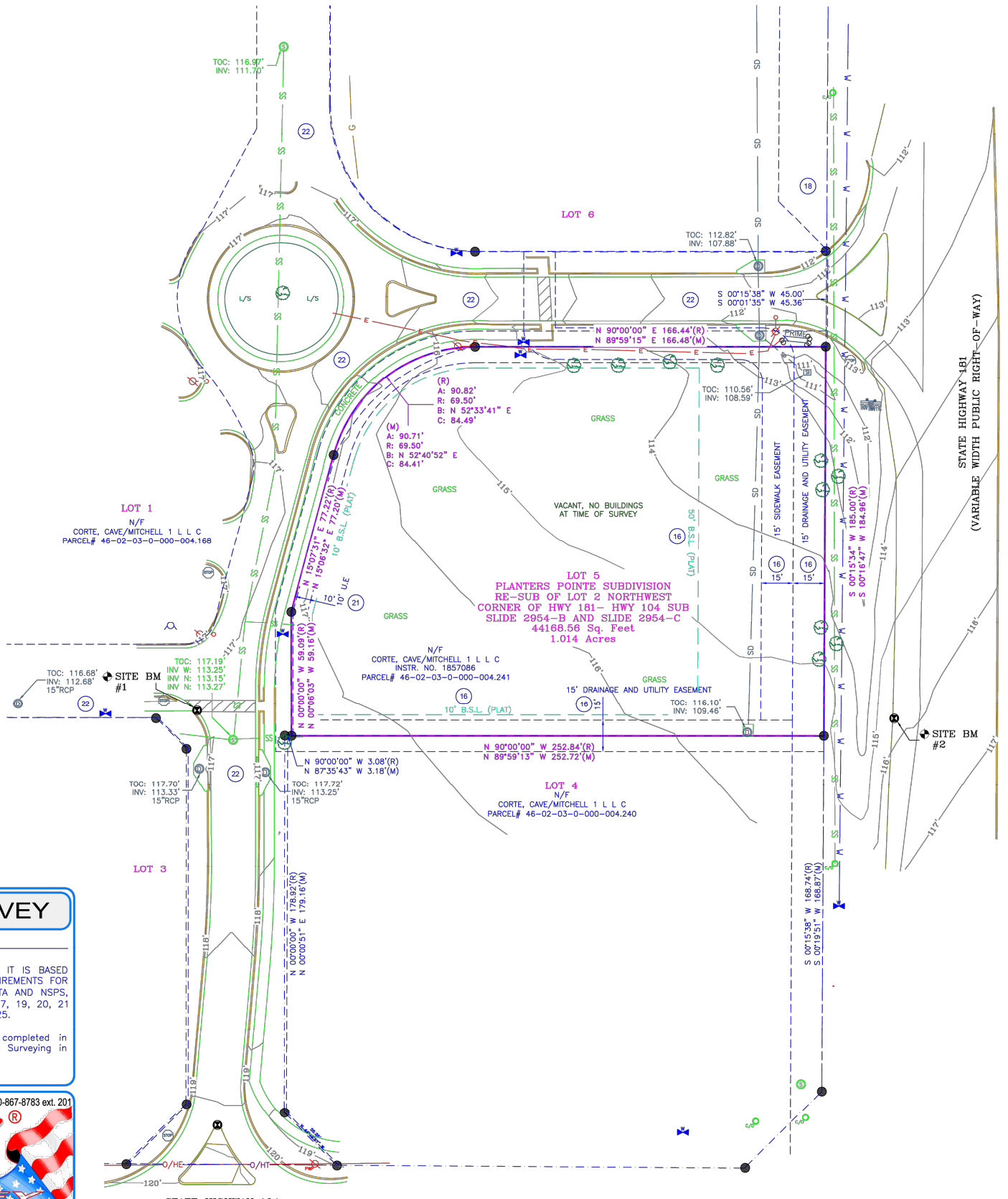
NOT TO SCALE



SCALE: 1" = 30'

THIS DRAWING WAS CREATED TO BE VIEWED IN DWG FORMAT. IF IT IS REPRODUCED OR VIEWED IN PDF OR ANY OTHER ELECTRONIC FORMAT, IT MAY NOT BE TO SCALE

NORTH INDEX IS
GRID STATE PLANE AL WEST



RECORD CLOSURE 1:381778.77
MEASURED CLOSURE 1:927815.53

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

DATE OF ORIGINAL: JULY 17, 2025
REVISION: ⚠1 REVISED TITLE COMMITMENT DATE: JULY 21, 2025
REVISION: ⚠2 CLIENT COMMENTS-MDT DATE: SEPTEMBER 3, 2025
REVISION: DATE: , 2025
FIELD SURVEY: RH CAD: KJW PLS REVIEW:

811 Know what's below. Call before you dig.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

ALTA/NSPS LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION

TO: HARRISON FRENCH; FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 5, 4, 6a, 6b, 7a, 7b(1), 8, 9, 11b, 13, 16, 17, 19, 20, 21 & 22 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 8, 2025.

"I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief."

For inquiries, questions or concerns about this survey contact mjfeldbusch@ussurveyor.com or call 1-800-867-8783 ext. 201

U.S. SURVEYOR®
4929 Riverwind Pointe Drive
Evansville, Indiana 47715
AMERICA'S ALTA SURVEYOR
1-800- TO SURVEY

PREPARED FOR:
HARRISON FRENCH

PROJECT LOCATION:
BALDWIN COUNTY, STATE OF ALABAMA

PROJECT ADDRESS:
9867 STATE HWY 104
FAIRHOPE, AL 36532

PROJECT TYPE:
ALTA/NSPS LAND TITLE SURVEY

ALABAMA LICENSED NO. 25861 PROFESSIONAL LAND SURVEYOR RODNEY K. YOUNG

NOT VALID WITHOUT ORIGINAL SIGNATURE

PROFORMA
RODNEY K. YOUNG P.L.S.
ALABAMA REGISTRATION NO. 25861
DATE OF CERTIFICATION 07/17/2025

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SHEET 1 OF 1

JOB NUMBER:
SS57225.DWG

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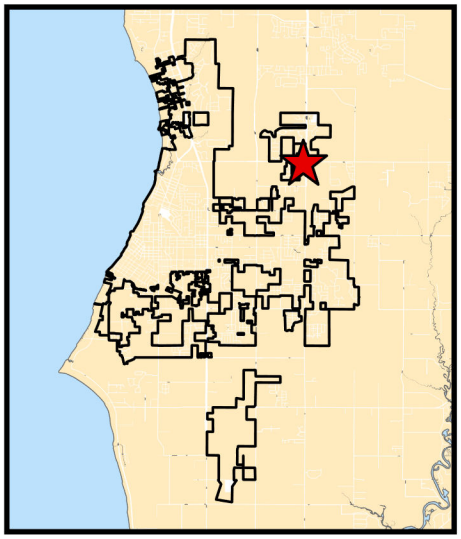
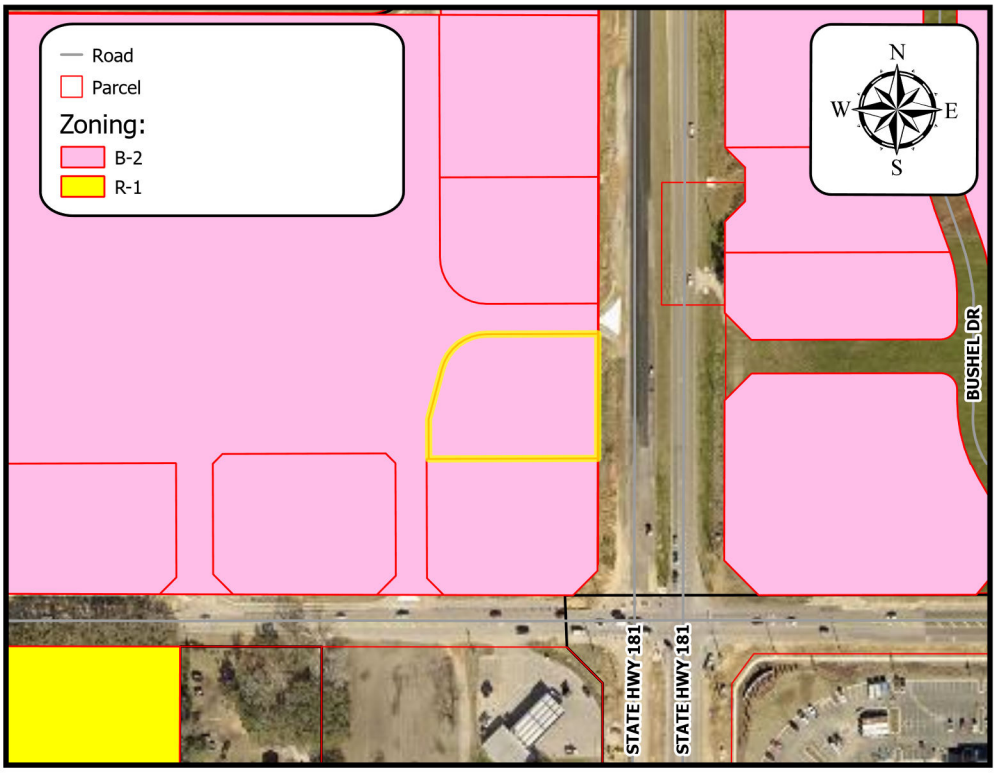
FLOOD DATA This property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 01003C0661M which has an effective date of 4/19/2019 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

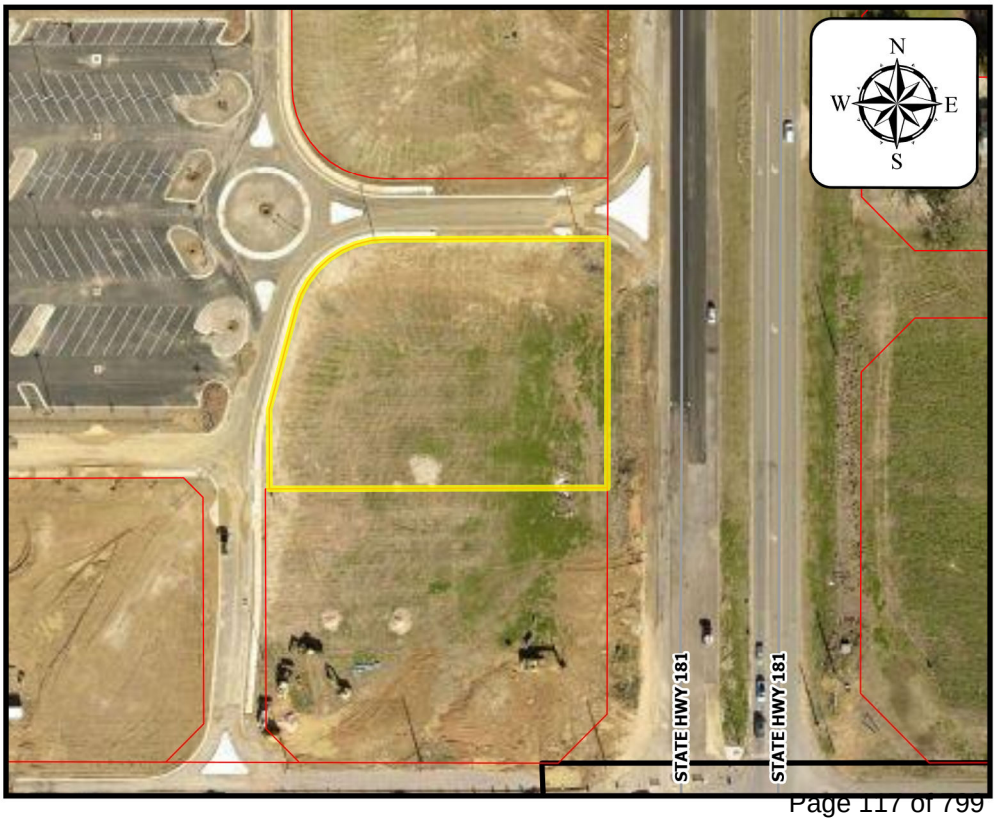
NOTICE: OTHER FLOODMAPS MAY EXIST THAT SHOW FLOODPLAIN AS DETERMINED BY STATE OR MUNICIPALITIES. THE CERTIFICATION ONLY COVERS THE FEMA FIRM MAP REFERENCED HEREON.

City of Fairhope
Planning Commission
March 2, 2026

SR 25.09 - 7 Brew Fairhope







Project Name:
7 Brew Fairhope
Site Data:
1.01 acres
Project Type:
Site plan approval
Jurisdiction:
Fairhope Planning Jurisdiction
Zoning District:
B-2 General Business District
PPIN Number:
626310
General Location:
Northwest corner of State Highway 181 and State Highway 104
Surveyor of Record:
HFA-AE LTD
Engineer of Record:
HFA-AE LTD
Owner / Developer:
Brew Horizons LLC
School District:
Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:
Approved w/ Conditions
Prepared by:
Payton Rogers

SUMMARY OF REQUEST

Request of the Applicant, HFA-AE LTD, on behalf of the Owner, Brew Horizons LLC, for Site Plan Approval of 7 Brew Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 5 of Planters Pointe on the northwest corner of State Highway 181 and State Highway 104 and is 1.01± acres.

SITE HISTORY

The subject site has been included in numerous Subdivision and Multiple Occupancy Project (MOP) requests since 2020. The Final Plat for Planter's Pointe Subdivision was approved in December 2023 and includes a note which requires mandatory Site Plan Review prior to the development of any lot.

There are no other Planning Commission or Board of Adjustment cases associated with this site.

STAFF COMMENTS

This application was before the Planning Commission at its January 5, 2026 meeting for Site Plan Review and was ultimately tabled at the request of the Applicant. At that time, the proposed plan had numerous deficiencies including insufficient tree plantings, insufficient landscaping adjacent to public right-of-way (ROW), insufficient stormwater screening, and non-compliant exterior lighting.

The current application has addressed all previous concerns and is reflected in the following comments.

Site Plan
The proposed site plan is attached to the end of this report as an exhibit.

Setbacks - COMPLIANT
The Final Plat recorded for Planter's Pointe Subdivision establishes setback requirements for Lot 5 to be 10 feet from the North property line along Planter's Pointe Boulevard, 10 feet from the West property line along Rockwell Boulevard, 10 feet from the South property line, and 50 feet from the East property line along State Highway 181. All setbacks are illustrated as compliant on the proposed Site Plan.

Buildings - COMPLIANT
B-2, General Business District has a required maximum building height of 30 feet. The proposed building height for the one-story structure is 19± feet.

Tree & Landscaping - COMPLIANT
The City of Fairhope Trees and Landscaping Ordinance details all tree planting and landscape area requirements for commercial development. As proposed, the Site Plan illustrates full compliance with the Trees and Landscaping Ordinance (see exhibits). The Tree and Landscape plan illustrates an additional ten (10) understory trees on site which do not count towards required tree plantings. It's important to note that these ten (10) understory trees are existing and were included in the original landscape plan approved with the Planter's Pointe Multiple Occupancy Project (MOP), and as such, cannot be removed and must be protected throughout construction.

Parking - COMPLIANT
Article IV-E.4 Table 4-3, *Parking Schedule* details the amount of on-site parking required for restaurants based on the number of seats provided. The proposed 7-Brew is a drive-thru only coffee restaurant which does not provide any indoor or outdoor seating. Drive-thru only businesses are omitted from Table 4-3, and as such,

parking is not required at this time. However, the Site Plan does illustrate a surplus of nine (9) on-site parking spaces. Article IV Section E.4.c(2) of the Zoning Ordinance requires any parking provided that is more than what is required by Table 4-3 "shall be designed with a pervious surfacing". As such, if approved, the Site Plan should be revised to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards.

Connectivity - COMPLIANT
Sidewalks and pedestrian connectivity are illustrated along Rockwell Boulevard and Planter's Pointe Boulevard, as required. Additionally, the proposed Site Plan illustrates the extension of the 12-foot-wide multi-purpose trailway along State Highway 181 with direct pedestrian access.

Drainage - COMPLIANT
Drainage is unique within the Planter's Pointe development. Publix, the anchor store, provided underground drainage for itself and those stores connected to it. Notes on the Final Plat for Planter's Pointe Subdivision state that all other lots must have self-sufficient drainage addressing all post-development stormwater runoff on the individual lots.

As proposed the Applicant intends to utilize an underground stormwater management system located on the North side of the site and states within the provided Drainage Report that post development runoff conditions will not exceed predevelopment conditions.

Exterior Lighting - COMPLIANT
As proposed, exterior lighting is compliant with Article IV Section B.3 of the Zoning Ordinance as it relates to on-site lighting. However, it's important to note that while the submitted Photometric Plans illustrate blue building canopy lighting, the applicant has stated that they no longer intend to install the blue canopy lighting. If approved, the Photometric Plans should be revised to remove any lighting not to be proposed.

Mechanical Equipment - COMPLIANT
All mechanical equipment is proposed to be located on the building's roof and is illustrated in the submitted plans.

Dumpster - MORE INFO NEEDED
The Site Plan illustrates a dumpster on the West side of the proposed building. It should be noted that if approved, the plans must be revised to include a dumpster detail illustrating dumpster screening in compliance with Article IV-B.2. of the Zoning Ordinance.

Signage - N/A
All Signage will be formally reviewed at time of sign permit submittal. However, the Applicant submitted two (2) possible signage options for staff to consider. Option A (see exhibits) is a singular 4-foot by 4-foot circular wall sign on the building's front elevation facing State Highway 181, which as proposed, would be compliant with current sign regulations. Option B (see exhibits) is a singular 2.5-foot by 8-foot wall sign on the same elevation facing 181, which as proposed, would be non-compliant with current sign regulations as it exceeds the maximum allowable square footage for all signs on the subject site.

Erosion Control - COMPLIANT
An erosion control plan was submitted with the application and is acceptable.

Utilities - COMPLIANT
A utility plan was submitted and has been reviewed and approved by the appropriate providers. No utility upgrades are required.

ADA Standards - COMPLIANT
ADA requirements per the Architect are met and at time of building permit will be further verified.

Traffic - COMPLIANT
A Traffic Study was generated with the application for Planter's Pointe Subdivision in 2021. At that time there were not any determined land uses for each outparcel. As such, the trip generation analysis produced 395 entering trips and 302 exiting trips during a weekday AM peak hour; 573 entering trips and 559 exiting trips during a weekday PM peak hour. Per the applicant's submitted traffic letter the proposed 7-Brew will generate a total of 91 trips (46 entry and 45 exit) during the Weekday AM peak hour and a total of 34 trips (17 entry and 17 exit) during the Weekday PM peak hour.

Lot Access - COMPLIANT
As illustrated, the subject site proposes one (1) access point to the site from Rockwell Boulevard.

Comprehensive Plan - COMPLIANT
Planters Pointe is in a newly recognized Suburban Mixed-Use Center in the proposed Comprehensive Plan.

Impacts on Surrounding Neighborhood - COMPLIANT
As previously stated, the subject site is zoned B-2. Directly adjacent to the site are additional commercial uses.

Benefits to the Community - COMPLIANT
As the number of residential units being developed in the area continues to grow a commercial retail center with a variety of retail/restaurant/office/commercial units will be a benefit to the residential subdivisions.

SITE PLAN CONSIDERATIONS

Standards of Review:

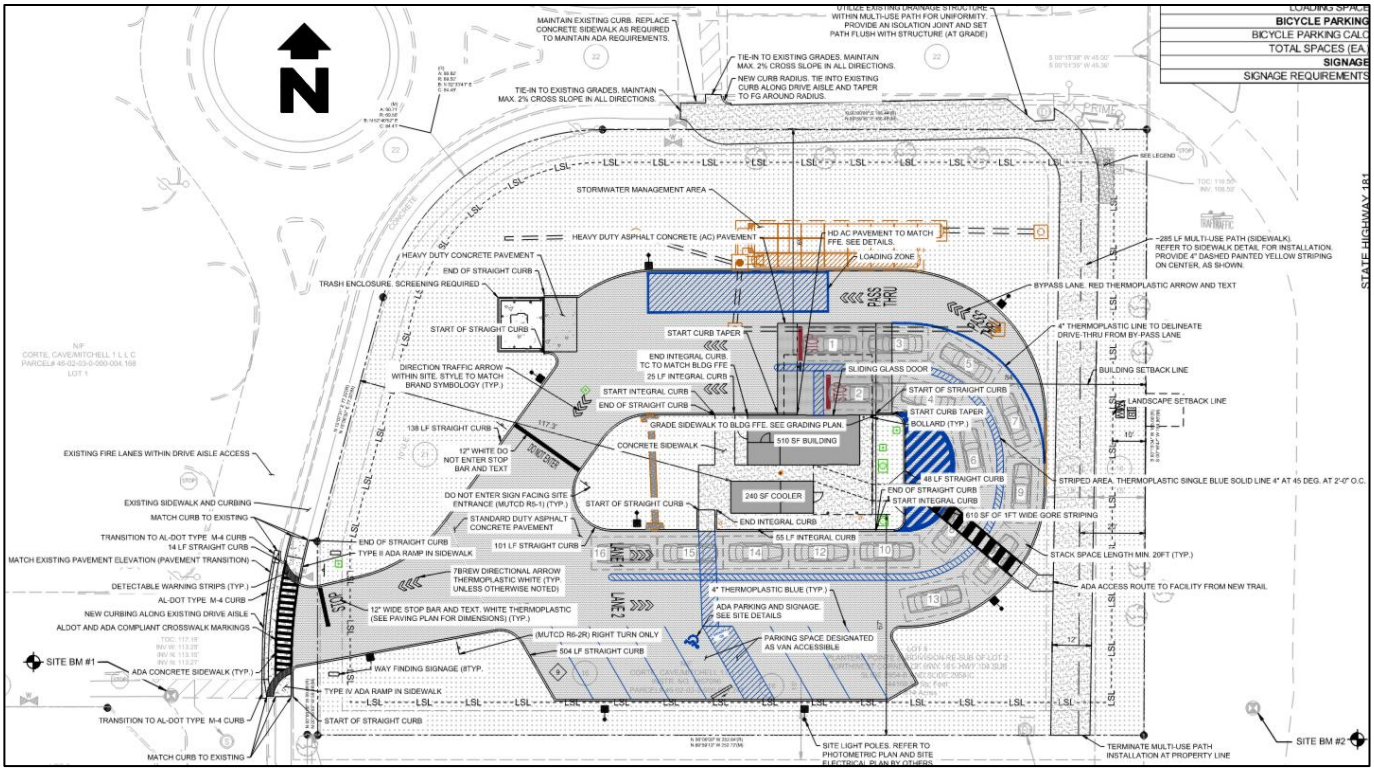
Article II Section C.2.d of the City of Fairhope Zoning Ordinance sets forth all criteria for reviewing Site Plan Review requests.

Recommendation:

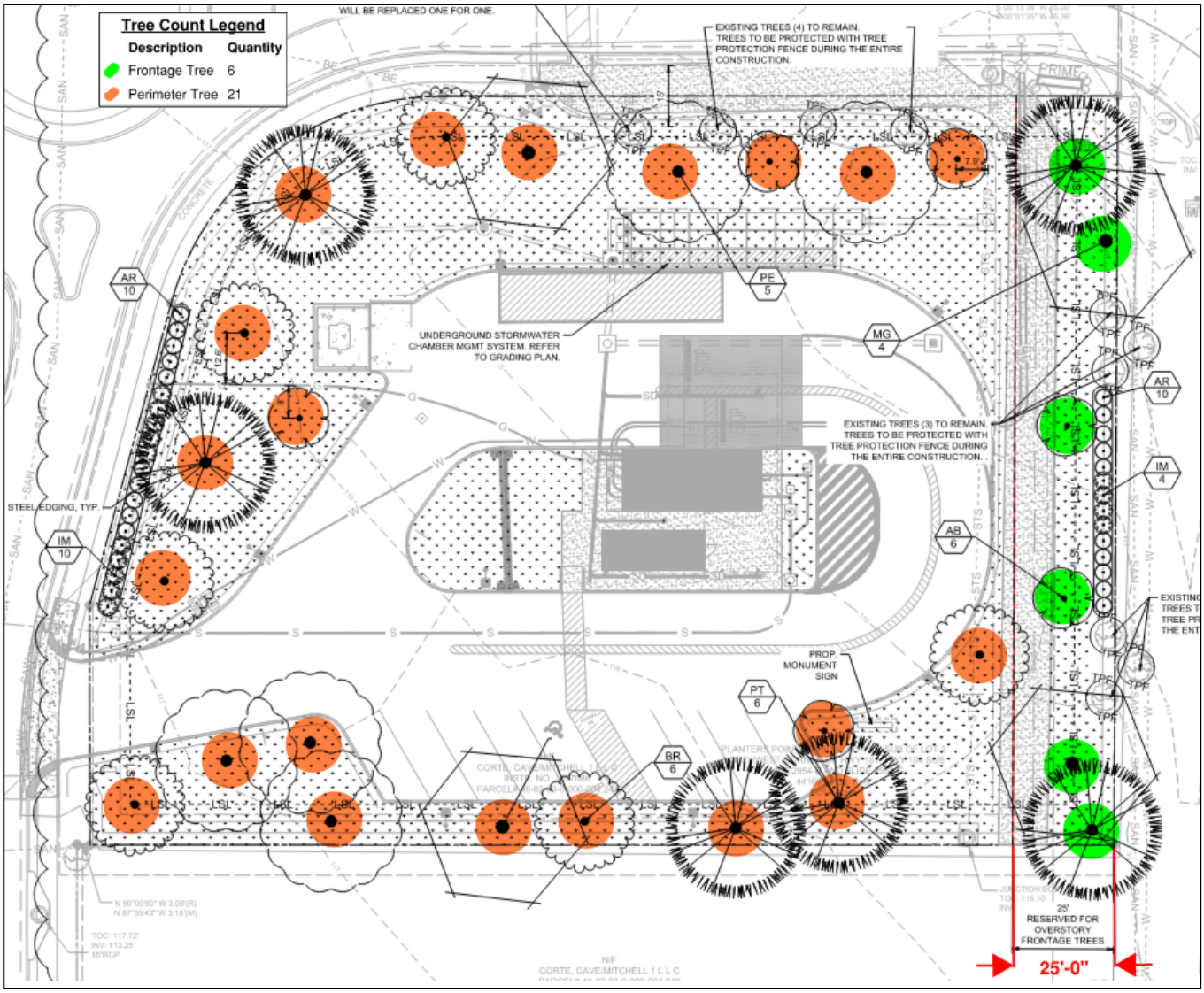
Staff recommends **APPROVAL** of SR 25.09 – 7-Brew Fairhope Site Plan with the following conditions:

1. Revision of the Site Plan to illustrate all proposed parking spaces to utilize pervious surfacing while maintaining compliance with ADA standards;
2. Revision of the construction plans to include a dumpster detail illustrating dumpster screening in compliance with Article IV.B.2. of the Zoning Ordinance; and
3. Revision of the Photometric Plans to remove any lighting not to be proposed.

Proposed Site Plan

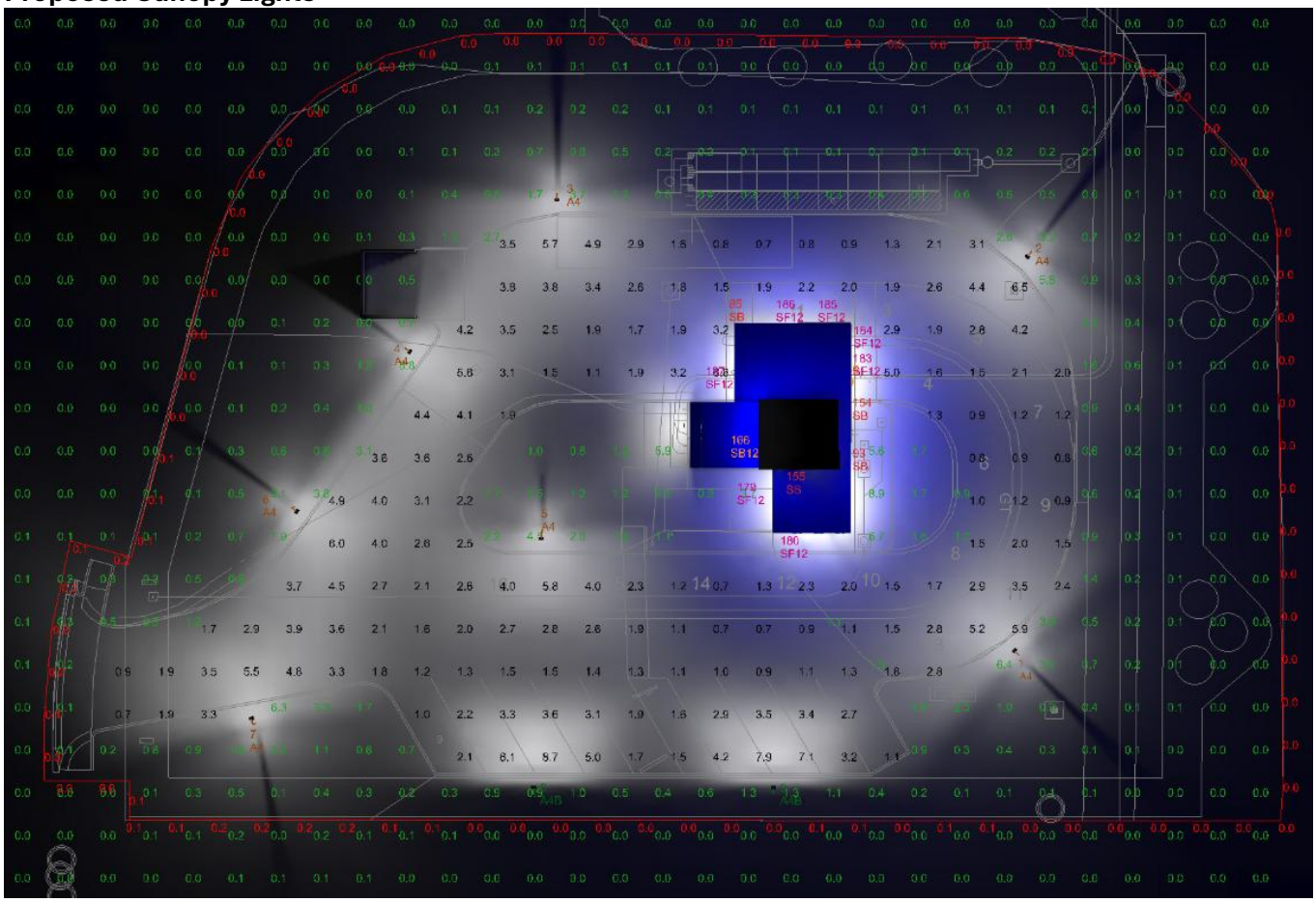


Proposed Tree & Landscape Plan



TREE & LANDSCAPE COMPLIANCE TABLE			
Reviewed by	Payton Rogers		
Date	01/28/26		
Total	Plan Required	Plan Provided	Plan Compliance?
Landscape Area			
Total Landscape Area	8,818	24,348	Yes
Front Landscape Area	5,291	10,610	Yes
Frontage Trees	**6**	**6**	Yes
Frontage 1	6	6	Yes
Frontage 2	0	0	
Frontage 3	0	0	
Frontage 4	0	0	
Perimeter Trees	**21**	**21**	Yes
Parking Trees	**0**	**0**	
Overstory	0	0	
Understory	0	0	
Parking Understory < 50%			
Total	**27**	**27**	Yes
Overstory	27	27	Yes
Understory	0	0	
Total Trees Saved (Credits)	**0**		
Total New Overstory Planted	**27**		
Total New Understory Planted	**0**		
Species Richness (> 4)	**4**		Yes

Proposed Canopy Lights



APPLICATION FOR SITE PLAN APPROVAL

Application Type: ☑ Site Plan
Attachments: ☐ Articles of Incorporation or List all associated investors

Date of Application: 10/10/2025

Property Owner / Leaseholder Information

Name of Property Owner: Brew Horizons LLC Phone Number: 413-237-1984
Address of Property Owner: 2000 West Park Drive, Suite 130
City: Westborough State: MA Zip: 01581

Proposed Site Plan Name: 7 Brew Fairhope, AL
Site Acreage: 1.01 Sq. Footage: 44159.000 SqFt
Parcel No: 46-02-03-0-000-004.241 Current Zoning: B-2

Authorized Agent Information

Name of Authorized Agent: _____ Phone Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____

Engineer/Architect Information

Name of Firm: HFA-AE LTD Phone Number: 479-326-8218
Address: 1705 S. Walton Blvd, Suite 3
City: Bentonville State: AR Zip: 72712
Contact Person: Megan Broderick

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

Dennis Proto
Property Owner/Leaseholder Printed Name

Dennis Proto Jr
Signature

10/14/2025
Date

Fairhope Single Tax Corp. (If Applicable)

Authorization Letter

To Whom it May Concern:

I, _Dennis Proto_____, hereby authorize
Owner of Record

__Megan Broderick_____ of _____HFA-AE__LTD_____
Authorized Agent *Company*

to represent me and to act on my behalf in regard to the application for

__7 Brew Fairhope, AL____.
Name of Development/Application

Sincerely,

Dennis Proto Jr
_____, 10.15.25_____
Owner of Record *Date*

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BREW HORIZONS LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2021, AT 1:59 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

6235998 8100
SR# 20213252738

Authentication: 204165353
Date: 09-15-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:59 PM 09/15/2021
FILED 01:59 PM 09/15/2021
SR 20213252738 - File Number 6235998

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

OF

BREW HORIZONS LLC

This Certificate of Formation of BREW HORIZONS LLC (the "Company"), is being duly executed and filed by an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "Act").

First: The name of the Company is BREW HORIZONS LLC

Second: The address of its registered office in the State of Delaware is 251 Little Falls Drive in the City of Wilmington, DE 19808. The name of its Registered Agent at such address is Corporation Service Company.

Third: The Company, in its limited liability company agreement, may establish one or more series pursuant to §18-215 of the Act, and, if established, then, pursuant to §18-215(b) of the Act, the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Company generally or the assets allocated to any other series of the Company, and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Company generally or any other series thereof shall be enforceable against the assets of such series.

In Witness Whereof, the undersigned has executed this Certificate of Formation of BREW HORIZONS LLC this 15th day of September, 2021.

BY: /s/ Erin C. Joyce
Erin C. Joyce, Authorized Person

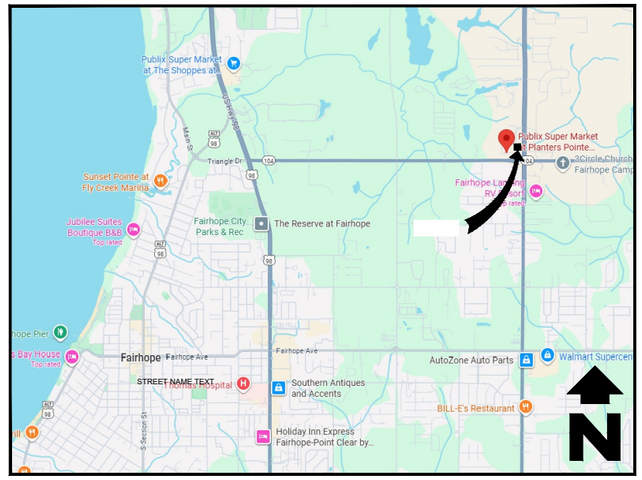
#150719353_v1

HARRISON FRENCH & ASSOCIATES, PLLC

HFA

7 BREW COFFEE

9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532
BALDWIN COUNTY



VICINITY MAP
1=2000'

PROJECT CONTACTS

DEVELOPER
BREW HORIZONS, LLC
2000 W. PARK DR., SUITE 130
WESTBOROUGH, MA 01581
508-561-4903
MIKE TIERNEY
MTIERNEY@BREW-HORIZONS.COM

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US SURVEYOR
9867 STATE HWY 104
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JENA WICKER
JWICKER@USSURVEYOR.COM

CIVIL ENGINEERING
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JASON.PANICARO@HFA-AE.COM

BUILDING MANUFACTURER
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CASSVILLE, MO 65625
800-732-5074 X1326
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198 SOUTH INGLESIDE
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251-990-0143
CHRIS ELLIS
FIRE CHIEF

SITE PLAN & BUILDING PERMIT REVIEW
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BALDWIN COUNTY ENVIRONMENTAL OFFICE
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STATE HIGHWAY
AL DEPT. OF TRANSPORTATION
SOUTHWEST REGION - MOBILE AREA
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SANITARY SEWER & WATER
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DARYL.MOREFIELD@FAIRHOPEAL.GOV

NATURAL GAS
CITY OF FAIRHOPE GAS DEPARTMENT
DEPARTMENT OF PUBLIC WORKS
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532
251-928-8003

ELECTRIC
CITY OF FAIRHOPE ELECTRIC DEPARTMENT
DEPARTMENT OF PUBLIC WORKS
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532
251-928-8003

TELEPHONE
VERIZON
171 E I65 SERVICE ROAD
SOUTH MOBILE, AL 36606
251-327-3459

STORM SEWER
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451 PECAN AVE STE. 200
FAIRHOPE, AL 36532
251-928-2136
HUNTER SIMMONS
HUNTER.SIMMONS@FAIRHOPEAL.GOV

LEGAL DESCRIPTION

LOT 5 OF PLANTERS POINTE SUBDIVISION RE-SUB OF LOT 2 NW CORNER HWY 181- HWY 104 SUB AS RECORDED ON SLIDE 2954-B AND SLIDE 2954-C, AND CORRECTED IN DOC # 2180244, BALDWIN COUNTY, ALABAMA.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT, FOR INGRESS, EGRESS, AND UTILITIES, OVER AND ACROSS LOT 1 OF THE NORTHWEST CORNER OF HWY 181-HWY 104 SUBDIVISION, AS RECORDED ON SLIDE 2725-E AND RATIFICATION OF PLAT RECORDED AS INSTRUMENT NUMBER 1857087 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, WHICH IS HEREBY RESERVED UNTO THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS FOR THE BENEFIT OF ITS ADJOINING PROPERTY AND ANY FUTURE DEVELOPMENT THEREOF. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, NW CORNER HWY 181 - HWY 104 SUBDIVISION; THENCE RUN N-00°04'20"-W, 863.28 FEET TO THE A POINT; THENCE RUN S-89°39'53"-E, 574.80 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CHORD OF WHICH BEARS N-45°10'03"-E, 70.92 FEET, AN ARC DISTANCE OF 78.83 FEET TO A POINT; THENCE RUN N-00°00'00"-E, 154.18 FEET TO A POINT; THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A CHORD OF WHICH BEARS N-03°26'37"-W, 10.45 FEET, AN ARC DISTANCE OF 10.46 FEET TO A POINT; THENCE RUN N-06°53'06"-W, 118.06 FEET TO A POINT; THENCE RUN NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CHORD OF WHICH BEARS N-44°54'29"-E, 235.73 FEET, AN ARC DISTANCE OF 271.19 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS 175.00 FEET, A CHORD OF WHICH BEARS S-86°38'58"-E, 20.45 FEET, AN ARC DISTANCE OF 20.47 FEET TO A POINT; THENCE RUN N-90°00'00"-E, 85.53 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STATE ROUTE 181; THENCE RUN S-33°25'46"-E ALONG SAID WEST RIGHT-OF-WAY OF STATE ROUTE 181, 54.46 FEET TO A POINT; THENCE RUN S-00°15'38"-W ALONG SAID WEST RIGHT-OF-WAY OF STATE ROUTE 181, 36.55 FEET TO A POINT; THENCE RUN N-90°00'00"-W LEAVING SAID WEST RIGHT-OF-WAY OF STATE ROUTE 181, 89.75 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CHORD OF WHICH BEARS S-63°58'56"-W, 77.20 FEET, AN ARC DISTANCE OF 79.92 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 313.00 FEET, A CHORD OF WHICH BEARS S-41°19'36"-W, 36.71 FEET, AN ARC DISTANCE OF 36.73 FEET TO A POINT; THENCE RUN SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS 187.00 FEET, A CHORD OF WHICH BEARS S-22°20'40"-W, 142.19 FEET, AN ARC DISTANCE OF 145.85 FEET TO A POINT; THENCE RUN S-00°00'00"-E 223.23 FEET TO A POINT; THENCE RUN N-89°39'53"-W, 100.29 FEET TO THE POINT OF BEGINNING, CONTAINING 1.17 ACRES, MORE OR LESS.

TOGETHER WITH A PERMANENT INGRESS/EGRESS ACCESS EASEMENT APPURTENANT DESCRIBED AS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1, AS RECORDED ON SLIDE 2954-B IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA AND ALSO SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N-90°00'00"-W 35.00' TO A POINT; THENCE RUN S-00°00'00"-E FOR A DISTANCE OF 370.80'; THENCE RUN S-28°06'08"-W FOR A DISTANCE OF 54.29' TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 51.31', CHORD BEARING OF S-01°26'16"¬W AND CHORD LENGTH OF 64.42', THENCE RUN ALONG SAID CURVE 69.64' TO THE BEGINNING OF CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 137.02', A CHORD BEARING OF S-31°55'31"-E AND CHORD LENGTH OF 45.65', THENCE RUN ALONG SAID CURVE 45.86' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 27.40', A CHORD BEARING S-03°01'40"-E AND CHORD LENGTH OF 16.10'; THENCE RUN ALONG SAID CURVE 16.34'; THENCE RUN S-15°07'31"-W FOR A DISTANCE OF 54.82' TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 174.50', A CHORD BEARING OF S-12°53'08"-W AND CHORD LENGTH OF 13.64'; THENCE RUN ALONG SAID CURVE 13.64' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 14.50', A CHORD BEARING S-50°19'22"-W AND CHORD LENGTH OF 18.52'; THENCE RUN ALONG SAID CURVE 20.08'; THENCE RUN N-90°00'00"-W FOR A DISTANCE OF 327.09'; THENCE RUN S-00°00'00"-E FOR A DISTANCE OF 219.85'; THENCE RUN S-45°10'03"-W FOR A DISTANCE OF 35.46' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ALABAMA HWY 104; THENCE RUN S-89°39'55"-E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 110.00'; THENCE LEAVING SAID RIGHT OF WAY RUN N-44°49'57"-W FOR A DISTANCE OF 42.34'; THENCE RUN N-00°00'00"-E FOR A DISTANCE OF 165.96'; THENCE RUN N-45°00'00"-E FOR A DISTANCE OF 20.51'; THENCE RUN N-90°00'00"-E FOR A DISTANCE OF 244.33'; THENCE RUN S-45°00'00"-E FOR A DISTANCE OF 20.51'; THENCE RUN S-00°00'00"-E FOR A DISTANCE OF 168.94'; THENCE RUN S-45°10'03"-W FOR A DISTANCE OF 40.16' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ALABAMA HWY 104; THENCE RUN S-89°39'55"-E ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 100.00'; THENCE LEAVING SAID RIGHT OF WAY LINE RUN N-44°49'57"-W FOR A DISTANCE OF 35.25'; THENCE RUN N-00°11'11"-E FOR A DISTANCE OF 178.92'; THENCE RUN N-90°00'00"-E FOR A DISTANCE OF 2.50'; THENCE RUN N-00°00'00"-E FOR A DISTANCE OF 59.09'; THENCE RUN N-15°07'31"-E FORA DISTANCE OF 77.22' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 90.82', A CHORD BEARING N-52°33'46"-E AND CHORD LENGTH OF 84.50'; THENCE RUN ALONG SAID CURVE 90.82'; THENCE RUN N-90°00'00"-E FOR A DISTANCE OF 166.44' TO A POINT ON THE WEST RIGHT OF WAY LINE FOR ALABAMA HIGHWAY 181; THENCE RUN N-00°15'38"-E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 45.00'; THENCE LEAVING SAID RIGHT OF WAY RUN N-90°00'00"-W FOR A DISTANCE OF 166.58' TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 69.50', A CHORD BEARING N-45°00'00"-W AND A CHORD LENGTH OF 98.29', THENCE RUN ALONG SAID CURVE 109.17'; THENCE RUN N-00°00'00"-W FOR A DISTANCE OF 359.87' TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 1.70 ACRES, MORE OR LESS.

FLOOD NOTE

THIS SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 01003C0661M DATED 4/19/2019

BENCHMARK

TEMPORARY BENCHMARK A: FROM SURVEY

TEMPORARY BENCHMARK B: FROM SURVEY

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C1.0	COVER SHEET
C1.1	GENERAL NOTES
C1.2	ALDOT NOTES
C2.0	EXISTING CONDITIONS AND DEMO PLAN
C3.0	EROSION CONTROL PLAN
C4.0	SITE PLAN
C5.0	PAVING PLAN
C6.0	GRADING PLAN
C6.1	PRE DEVELOPMENT PLAN
C6.2	POST DEVELOPMENT PLAN
C7.0	UTILITY PLAN
C10.0	SITE DETAILS
C10.1	SITE DETAILS
C10.2	SITE DETAILS
C10.3	SITE DETAILS
C10.4	SITE DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE DETAILS
IRR1.0	IRRIGATION PLAN
IRR1.1	IRRIGATION DETAILS
ATTACH	ALTA_NSPS LAND TITLE SURVEY
ATTACH	PHOTOMETRIC PLAN

REVISION CHART

	TITLE	DATE	NOTES:

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE:
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT 9867 AL-104 (LOT 5) FAIRHOPE, AL 36532 AND IS NOT CONTEMPORANEOUSLY WITH ITS ISSUE DATE FOR USE.
AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. ANY REUSE WITHOUT SPECIFIC VERIFICATION OR ADAPTATION BY THE PROPERLY LICENSED ARCHITECTS AND ENGINEERS WHO PREPARED THIS DRAWING FOR REUSE ON ANOTHER PROJECT SITE OR AT A LATER TIME SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE PREPARERS AND MAY BE CONTRARY TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

2026.02.12 09:40:52-06'00'

	TITLE	DATE
	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

COVER SHEET

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GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE EXISTING CONDITIONS OF THE SITE TO VERIFY ALL CHARACTERISTICS THAT ARE PRESENT. HE/SHE SHALL UNDERSTAND THE DEMOLITION AREA(S) AND THE REQUIREMENTS FOR REMOVAL FOR ITEMS SUCH AS BUT NOT LIMITED TO: PAVEMENT, SURFACE STRUCTURES, VEGETATION, TREES, UTILITIES (ABOVE & BELOW GROUND), DRAINAGE OUTFALLS, ETC. VERIFICATION OF LOCATIONS AND ELEVATIONS OF EXISTING DRAINAGE AND UTILITIES (WATER, SEWER, POWER, TELEPHONE, CABLE, GAS, ETC.) AND ALL POINTS OF PROPOSED CONNECTIONS SHALL BE CONDUCTED BY CONTRACTOR PRIOR TO CONSTRUCTION. POTENTIAL CONFLICTS BETWEEN EXISTING AND PROPOSED FEATURES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES IN THESE CONSTRUCTION PLANS ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION. PRIOR TO THE START OF ANY CONSTRUCTION IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ALL PROTECTION OR RELOCATION TO THESE UTILITIES WITH OWNER OF THE UTILITY. CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER DISCOVERED, SHOWN ON THE PLANS, OR LOCATED BY THE UTILITY COMPANY. ANY DELAY OR INCONVENIENCE CAUSED TO CONTRACTOR BY THE PROTECTION OR RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL WITH NO ADDITIONAL COMPENSATION ALLOWED. CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN AND MAKE VERIFIED BIDS. IF ANY DISCREPANCIES IN QUANTITIES ARE FOUND, CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRS AND RESTORATION OF ANY PRIVATE OR PUBLIC PROPERTY AFFECTED BY CONSTRUCTION WORK. AT NO ADDITIONAL COST CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO PROPERTY TO A CONDITION EQUAL TO OR BETTER THAN EXISTING, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY CONTRACTOR. CONTRACTOR SHALL UTILIZE A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE TO LOCATE AND FLAG ALL PROPERTY CORNERS THREE (3) TIMES, PRIOR TO CONSTRUCTION AND FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO HAVE PROPERTY CORNERS THAT HAVE BEEN LOST DURING CONSTRUCTION RE-ESTABLISHED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE. ALL (P.R.M'S) IRONS AND MONUMENTS SHOWN ON THE PLANS OR FOUND WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PRESERVED AND PROTECTED. IF PROTECTED IRONS AND MONUMENTS ARE DESTROYED OR UNDER IMMEDIATE THREAT DURING CONSTRUCTION, ENGINEER OF RECORD SHALL BE NOTIFIED IMMEDIATELY.
3. CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS, REPORTS, AND PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR READING, UNDERSTANDING, AND OBTAINING CLARIFICATIONS FOR ALL DRAWINGS, REPORTS, PERMITS, AND APPROVAL CONDITIONS. CONTRACTOR IS ALSO RESPONSIBLE FOR COMPLYING WITH LOCAL AHJ REQUIREMENTS TO DEPICT, DOCUMENT, AND CERTIFY FIELD CHANGES MADE, AND AT OWNER'S OR ENGINEER'S REQUEST, CONTRACTOR SHALL PROVIDE APPROPRIATE DOCUMENTATION THAT ALL PERMIT REQUIREMENTS HAVE BEEN ADHERED TO.
4. CONTRACTOR SHALL FILE A NOTICE OF INTENT WITH APPLICABLE AHJ'S A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
5. CONTRACTOR SHALL SOD ALL DISTURBED AREAS UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLANS. SODDING INSTALLATION SHALL MEET OR EXCEED THE LANDSCAPE PLAN AND/OR AHJ SPECIFICATIONS. ALL SOD IS TO BE MAINTAINED AND IRRIGATED BY CONTRACTOR UNTIL DEEMED ACCEPTED BY OWNER, REGULATORY AGENCIES, AND ENGINEER OF RECORD, ANY WASHOUTS, REGRADING, RESODDING, VEGETATIVE RE-ESTABLISHMENT WORK, AND OTHER REQUIRED SITE STABILIZATION WILL BE PERFORMED AT NO ADDITIONAL COST BY CONTRACTOR UNTIL THE STABILIZED SITE IS ACCEPTED BY THESE PERSONNEL IN WRITING.
6. CONTRACTOR TO PROVIDE THE REQUIRED AND APPROPRIATE EROSION AND SEDIMENTATION CONTROL MEASURES FOR THE CONSTRUCTION SITE AND POINTS OF STORMWATER DISCHARGE DURING ALL CONSTRUCTION ACTIVITIES. EROSION AND SEDIMENTATION PROTECTIONS ARE TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS, LANDSCAPING BEDS, OR SUITABLE PERMANENT EROSION PROTECTION TREATMENT. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH APPROVED STORMWATER POLLUTION PREVENTION AND EROSION CONTROL PLANS.
7. CONTRACTOR SHALL COMPLY WITH AND ENFORCE ALL WORK SITE SAFETY REGULATIONS AND BEST PRACTICES TO PROTECT THE PUBLIC AND CONSTRUCTION WORKERS DURING CONSTRUCTION AND MAINTENANCE OF THIS CONSTRUCTION SITE. THESE DRAWINGS DO NOT INCLUDE INSTRUCTIONS TO CONTRACTOR REGARDING SAFETY.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING INSTALLED.
9. CONTRACTOR SHALL MAINTAIN ANY REQUIRED ACCESS TO ADJACENT PROPERTIES.
10. OWNER SHALL ACQUIRE ALL TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR PRIVATE WORK RELATED TO THE PROJECT. NO WORK WILL BE PERFORMED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION OF THE AFFECTED PROPERTY OWNER.
11. CONTRACTOR SHALL COORDINATE MOBILIZATION AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
12. CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH, AND IN ACCORDANCE WITH, REGULATIONS AND WRITTEN PERMISSIONS OF THE AUTHORITIES CONCERNED.
13. SIGNS AND TRAFFIC CONTROL DEVICES TO FOLLOW THE GUIDELINES OF THE MUTCD AND/OR LOCAL AHJ.
14. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND ENGINEER IN THE EVENT THERE ARE DISCREPANCIES DETERMINED BETWEEN PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A MAINTENANCE OF TRAFFIC CONTROL PLAN (TCP) IF REQUIRED FOR ANY CONSTRUCTION ACTIVITIES LOCATED WITHIN PUBLIC RIGHT-OF-WAY.

SITE NOTES:

1. ASPHALT CONCRETE SURFACE AND BASE COURSE MATERIALS SHALL MEET OR EXCEED SPECIFICATIONS AS DETAILED IN THE PLANS, GEOTECH REPORT, OR AS SPECIFIED BY THE STATE OR LOCAL JURISDICTION, WHICHEVER IS MOST STRINGENT.
2. CONTRACTOR SHALL UTILIZE AN INDEPENDENT TESTING LABORATORY, SELECTED AND PAID FOR BY CONTRACTOR, AND APPROVED BY OWNER AND ENGINEER, TO PERFORM CONSTRUCTION TESTING OF SOIL COMPACTION, IN-PLACE ASPHALT COURSES, AND CONCRETE STRENGTH FOR COMPLIANCE WITH SPECIFICATIONS. REQUIREMENTS FOR THICKNESS AND SURFACE SMOOTHNESS AS SPECIFIED IN THE PLANS.
3. CURBS MUST BE CAULKED BEFORE BACKFILLING AND STREET PAVING ACCORDING TO AHJ SPECIFICATIONS. THAT ARE ACCEPTABLE TO THE AHJ.
4. CONCRETE PIPE SHALL MEET LOCAL JURISDICTION OR DOT SPECIFICATIONS. NO DAMAGED OR REPAIRED PIPE IS ALLOWED.
5. CONCRETE PAVING AND STRUCTURES SHALL CONFORM TO PLANS AND LOCAL AHJ SPECIFICATIONS. DISCREPANCIES IN SPECIFICATIONS SHALL BE RESOLVED BY USING THE MOST STRINGENT SPECIFICATIONS.

DEMOLITION NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES FOR REMOVALS AND RELOCATIONS OF THE RESPECTIVE UTILITIES AS NOTED ON THE PLANS. CONTRACTOR SHALL VERIFY THAT ALL WORK COMPLETED BY UTILITY COMPANIES IS CONSISTENT WITH THE PLANS AND SHALL NOTIFY OWNER AND ENGINEER OF RECORD IF NOT.
2. CONTRACTOR SHALL OBTAIN ALL PERMITS FOR PROPER DISPOSAL OF MATERIALS RESULTING FROM CONSTRUCTION, CONSISTENT WITH PLAN APPROVAL CONDITIONS, AND AS REQUIRED BY THE AHJ. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.
3. CONTRACTOR SHALL ENSURE THAT UTILITY SERVICE LINES REQUIRED TO BE ACTIVE DURING CONSTRUCTION, ABOVE AND BELOW GROUND, ARE MAINTAINED AND OPERATIONAL THROUGHOUT THE DURATION OF CONSTRUCTION.
4. CONTRACTOR SHALL ENSURE THAT APPURTENANCES NOTED TO BE REMOVED, ARE REMOVED IN THEIR COMPLETENESS, UP TO AND INCLUDING THE ABOVE GROUND AND BELOW GROUND APPURTENANCES, POLES, STRUCTURES, BOXES, PIPING, ENCASEMENTS, OR WIRING AS DIRECTED ON THE PLANS. CONTRACTOR IS RESPONSIBLE FOR CLARIFYING LIMITS OF DEMOLITION WITH OWNER AND ENGINEER OF RECORD.
5. CONTRACTOR SHALL BACKFILL EXCAVATIONS RESULTING FROM DEMOLITION WORK THAT MEETS OR EXCEEDS THE REQUIREMENTS FOR FILL OUTLINED IN THE PROJECT GEOTECHNICAL REPORT.
6. CONTRACTOR SHALL OBTAIN ALL PERMITS FOR PROPER REMOVAL AND ABATEMENT OF ASBESTOS AND ALL OTHER HAZARDOUS MATERIALS. CONTRACTOR SHALL REMOVE, ABATE, AND DISPOSE OF ALL HAZARDOUS MATERIALS IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.

PAVING, GRADING AND DRAINAGE NOTES:

1. THE CONSTRUCTION AREA SHALL BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL AND ORGANIC MATTER FROM AREAS TO BE OCCUPIED BY BUILDING AND PAVEMENT. TOPSOIL FOR REPLACEMENT ON SLOPES MAY BE STOCKPILED ON SITE WITH APPLICATION OF REQUIRED EROSION CONTROLS.
2. AREAS TO RECEIVE FILL SHALL BE SCARIFIED AND THE TOP 8 INCH DEPTH COMPACTED TO 95% STANDARD PROCTOR OF THE MAXIMUM LABORATORY DENSITY OR IN ACCORDANCE WITH GEOTECH REPORT. UNSUITABLE AREAS SHALL BE UNDERCUT AND REPLACED WITH SUITABLE MATERIAL BEFORE FILL MATERIAL CAN BE APPLIED. IN AREAS OF EXCAVATION, IF UNSUITABLE SOILS ARE ENCOUNTERED, A QUALIFIED GEOTECHNICAL ENGINEER SHALL RECOMMEND TO OWNER AND CONTRACTOR ON THE METHODS OF UNDERCUTTING AND REPLACEMENT OF PROPERLY COMPACTED, APPROVED FILL MATERIAL. PROOF-ROLLING AND UNDERCUTTING SHALL BE PERFORMED DURING A SUFFICIENT DURATION OF DRY WEATHER.
3. OFF-SITE FILL MATERIAL SHALL BE SUITABLE AND MEET OR EXCEED THE REQUIREMENTS IN THE PROJECT GEOTECHNICAL REPORT AND SHALL BE FREE FROM UNSUITABLE MATERIAL.
4. AREAS THAT ARE CUT TO SUBGRADE LEVELS SHALL BE PROOF-ROLLED TO DETECT UNSUITABLE SOILS. CUT AREAS ARE TO BE SCARIFIED AND RECOMPACTED TO 95% STANDARD PROCTOR AND TESTED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF BASE MATERIAL.
5. CONTRACTOR SHALL TEMPORARILY STABILIZE GRADED AND OTHERWISE DISTURBED AREAS WITHIN 15 DAYS, OR WITHIN TIMEFRAMES SET BY THE AHJ, WHICHEVER IS MORE STRINGENT, AFTER GRADING OR DISTURBANCE ACTIVITY HAS CEASED IN THAT AREA.
6. STORM SEWER PIPE CONNECTIONS TO STRUCTURES SHALL BE GROUTED TO ENSURE ALL CONNECTIONS AT STRUCTURES ARE WATER TIGHT.
7. SOIL STOCK PILES OF IMPORTED FILL SHALL BE LIMITED TO 10– FOOT VERTICAL HEIGHT UNLESS APPROVED BY ENGINEER OF RECORD. CONTRACTOR SHALL PROVIDE A REQUEST FOR SUCH STOCK PILES WITH INFORMATION DEMONSTRATING PROPOSED SLOPE STABILITY, ADEQUATE EROSION CONTROLS, AND DRAINAGE CONTROLS.
8. CONTRACTOR SHALL PLACE EXPANSION JOINTS BETWEEN CONCRETE PAVING TRANSITIONS.
9. CONTRACTOR TO PROVIDE 45° CHAMFERED SHAPE AT CORNERS OF CONCRETE PAVING TO INCLUDE CONTROL JOINTS AT TRANSITIONS TO ABUTTING PAVEMENTS, UNLESS OTHERWISE SPECIFIED ON PLAN DETAILS - SEE DETAILS.
10. CONTRACTOR SHALL SUBMIT FOR APPROVAL TO ENGINEER OF RECORD, SHOP DRAWINGS ON ALL PROPOSED PRECAST AND MANUFACTURED STRUCTURES. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY CONTRACTOR SIGNATURE PRIOR TO SUBMITTAL TO ENGINEER OF RECORD. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
11. PROPOSED DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC– RATED FOR H-20 LOADINGS.
12. PIPE LENGTHS SHOWN ARE THE MINIMUM REQUIRED TO THE INSIDE FACE OF THE DRAINAGE STRUCTURE OR END OF MITERED END SECTION.
13. CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT. CONTRACTOR SHALL FLUSH EXISTING AND PROPOSED ONSITE STORM DRAIN PIPES AND STRUCTURES WITHIN WORK AREAS AS NEEDED DURING CONSTRUCTION TO PREVENT DEBRIS ACCUMULATION AND BLOCKAGE. DRAINAGE INFRASTRUCTURE IS TO BE CLEAR OF DEBRIS PRIOR TO CONTRACTOR'S REQUEST FOR ENGINEER'S FINAL INSPECTION. DEBRIS FROM FLUSHING IS TO BE CAPTURED, COLLECTED, AND REMOVED FROM SITE TO BE DISPOSED IN A PERMITTED AND APPROVED LOCATION. CONTRACTOR SHALL PUMP DRAINAGE SYSTEM DRY FOR FINAL INSPECTION ACCORDING TO AHJ REQUIREMENTS.
14. CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OR THE ARCHITECTURAL BARRIERS ACT (ABA) AS APPLICABLE TO THE PROJECT. HANDICAP ACCESSIBLE SIDEWALK RAMPS SHALL BE CONSTRUCTED PER PLAN AND LOCAL AHJ STANDARDS.
15. DELETERIOUS SUBSTANCE MATERIAL, (I.E. MUCK, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, AS DIRECTED BY ENGINEER OF RECORD, OR AS DESCRIBED BY THE PROJECT SOIL TESTING COMPANY, WITH OWNER APPROVAL. DELETERIOUS MATERIAL IS TO BE REMOVED FROM THE SITE TO A PERMITTED AND APPROVED LOCATION, AND SUCH EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
16. CONTRACTOR IS TO PROVIDE A ½" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE TO ANY BUILDING, STRUCTURE, OR UTILITY SERVICE PAD.
17. GREEN OPEN SPACE ELEVATIONS SHOWN ARE TO TOP OF SOD WITH ASSUMED 2" SOD THICKNESS. CONTRACTOR IS THEREFORE TO PREPARE SODDED AREAS TO A GRADE 2" BELOW OVERLAND FINISHED GRADES AND 2" BELOW ABUTTING PAVEMENT AND CURBING EDGES BEFORE LAYING SOD, OR INSTALLING LANDSCAPED MULCH BEDS. ALL AREAS TO BE GRADED AND SODDED MUST DRAIN WITHOUT ANY PONDING. CONTRACTOR WILL BE REQUIRED TO REGRADE AND RESOD ANY AREAS WHICH ARE PONDING OR DO NOT ACHIEVE POSITIVE DRAINAGE.
18. CONTRACTOR IS REQUIRED TO ADJUST SURFACE COVERS (VALVE COVERS, HANDHOLE BOXES, METER PITS, MANHOLE RIMS, ETC.) AS NECESSARY TO MATCH FINISHED GRADE SMOOTH IN LINE AND GRADE. ADJUSTMENTS SHALL BE MADE IN ACCORDANCE WITH THE PLANS AND LOCAL AHJ REQUIREMENTS.
19. BACKFILL MATERIAL SHALL BE COMPACTED TO THE PLANS AND PROJECT GEOTECHNICAL SPECIFICATIONS AROUND PIPES IN 6" LIFTS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP AND ONE FOOT BELOW BOTTOM OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE FILLED IN 12" MAXIMUM LIFTS AND COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99, MODIFIED PROCTOR. OTHER AREAS TO BE FILLED SHALL ADHERE TO GEOTECHNICAL REQUIREMENTS ON IMPORTED FILL.
20. DRAINAGE AND UTILITY LINE CLEAN OUT ACCESS PORTS IN HARDSCAPE AREAS SHALL HAVE HEAVY DUTY ADA– COMPLIANT RIMS, LIDS, AND COVERS SET FLUSH WITH ADJACENT GRADES; LIDS IN NON-HARDSCAPE LANDSCAPED AREAS SHALL BE PLACED IN A 2'X2' SQUARE 4" THK. CONCRETE PAD.
21. CONTRACTOR SHALL COMPACT PERIMETER BERMS AND POND EMBANKMENTS THAT WILL SUPPORT STRUCTURES TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY (MODIFIED PROCTOR) UNLESS OTHERWISE SPECIFIED BY ARCHITECT OR GEOTECHNICAL ENGINEER. FOR ALL OTHER AREAS, CONTRACTOR SHALL COMPACT BERMS AND EMBANKMENTS TO 90 PERCENT OF MAXIMUM DRY DENSITY (MODIFIED PROCTOR) IN ACCORDANCE WITH ASTM D1557. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED GEOTECHNICAL TEST REPORTS CERTIFYING THAT PLACED EMBANKMENTS ARE COMPACTED TO THE FULL DEPTH OF FILL.
22. SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE PLANS, THE FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, OR MUTCD OF THE AHJ AS APPLICABLE. ONSITE PAVEMENT MARKINGS SHALL BE PERMANENT REFLECTIVE TRAFFIC PAINT MEETING PROJECT SPECIFICATIONS AND LOCAL AHJ REQUIREMENTS UNLESS OTHERWISE NOTED. HANDICAP ACCESSIBLE REQUIREMENTS FOR SIGNAGE AND STRIPING WILL BE PER THE LATEST ADA/ABA CRITERIA USING THE APPROPRIATE TRAFFIC PAINT COLORS.

UTILITY NOTES:

1. UNLESS OTHERWISE NOTED, UTILITY RELATED CONSTRUCTION, MATERIALS, TESTING AND RECORD KEEPING SHALL CONFORM TO ALL APPLICABLE AHJ STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR IS TO CONTACT THE UTILITY COMPANY AND ENGINEER OF RECORD TO ARRANGE AND SCHEDULE A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION.
3. FOR GRAPHIC CLARITY, NOT ALL FITTINGS ARE DEPICTED ON THE PLANS. THE UTILITY LINE ALIGNMENTS AND CONFIGURATIONS ARE SHOWN FOR LOCATION AND SIZE. PROPOSED WATERMAIN AND SEWER FORCEMAIN FITTINGS ARE SHOWN AT SIGNIFICANT BENDS IN MAINS. ADDITIONAL FITTINGS MAY BE REQUIRED TO BEND MAINS AS SHOWN. ADDITIONAL FITTINGS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE INSTALLATION OF MAINS AND NO ADDITIONAL PAYMENT WILL BE MADE FOR ADDITIONAL FITTINGS. CONTRACTOR MAY DEFLECT PROPOSED MAINS TO ROUTE PIPES AS SHOWN, HOWEVER NO DEFLECTIONS SHALL EXCEED THE ALLOWABLE DEFLECTION LIMITS SET FORTH BY PIPE MANUFACTURERS.
4. UTILITY PIPE LENGTHS, NOT DRAINAGE, ARE APPROXIMATE AND ARE MEASURED CENTER TO CENTER.
5. CLEAN-OUTS AND VALVE COVERS SHALL BE OF HEAVY DUTY TYPE CASTINGS AND CONSTRUCTION WHEN LOCATED IN PAVEMENTS SET IN A CONCRETE PAD OR COLLAR. COVERS SHALL BE SET FLUSH WITH SURROUNDING PAD OR COLLAR, AND PAD OR COLLAR SET FLUSH WITH FINISHED GRADE.
6. SHOP DRAWINGS FOR WATER AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE.
7. IF CONTRACTOR CHOOSES TO IMPLEMENT APPURTENANCES OR TECHNIQUES SUCH AS TRENCH BOXES, SHEET PILING, DEWATERING, FLATTEN TRENCH SLOPES, ETC. TO FACILITATE CONSTRUCTION, THESE ITEMS SHALL BE INCORPORATED INTO THE BASE BID COST FOR EACH ITEM SUCH THAT NO ADDITIONAL COMPENSATION WILL BE PAID BY OWNER.
8. CONTRACTOR IS REQUIRED TO ADJUST EXISTING AND PROPOSED VALVE BOXES, MANHOLE RIMS, ETC. AS NECESSARY TO MATCH FINISHED GRADES. ADJUSTMENTS SHALL BE MADE IN ACCORDANCE WITH THE PLANS AND AHJ SPECIFICATIONS.
9. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, ATTACH PIPE TO, CONNECT HOSE TO, OR TAP WATER SUPPLIES FOR CONSTRUCTION UNLESS DULY AUTHORIZED TO DO SO BY THE AHJ AND WITH WRITTEN PERMISSION FROM THE WATER SUPPLY OWNER. CONTRACTOR IS RESPONSIBLE AND LIABLE FOR ALL ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF WATER SERVICE TO THE PUBLIC, OR TO PRIVATE WATER SUPPLY OWNERS. HFA AND OWNER ARE TO BE HELD HARMLESS.
10. CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS FOR ALL TRENCHING, BACKFILLING AND PIPE LAYING.
11. CONTRACTOR SHALL ENSURE THAT CONSTRUCTED UTILITIES ARE VERIFIED INSTALLED, INSPECTED, AND TESTED PER AHJ REQUIREMENTS.
12. CONTRACTOR SHALL MAINTAIN MINIMUM HORIZONTAL AND VERTICAL SEPARATIONS BETWEEN WATER, SEWER, DRAINAGE, ELECTRICAL, GAS, CONDUITS, WIRES AND ANY OTHER UNDERGROUND UTILITIES AS DEPICTED IN PLANS OR DISCOVERED, PER UTILITY OWNER AND AHJ REQUIREMENTS.
13. CONTRACTOR SHALL COORDINATE LOCATION AND MARKING OF EXISTING WIRES AND CONDUITS WITH UTILITY PROVIDERS AND SHALL COORDINATE CONSTRUCTION OF PROPOSED WIRES AND CONDUITS.
14. WATERMAIN AND SEWER FORCEMAIN BENDS AND FITTINGS SHALL BE CONSTRUCTED WITH RESTRAINED JOINTS, THRUST BLOCKING, OR APPROVED EQUAL PER AHJ SPECIFICATIONS.
15. EACH GOVERNING AHJ SHALL BE NOTIFIED NO LESS THAN 48 HOURS PRIOR TO THE INSTALLATION OF PUBLIC UTILITIES, INFRASTRUCTURE, ROADWAY, ETC. TESTING SHALL BE COORDINATED BY CONTRACTOR WITH THE AHJ, AND CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD OF UTILITY ACCEPTANCES BY AHJ.
16. CONTRACTOR SHALL INSTALL OVERHEAD UTILITIES TO MEET OR EXCEED REQUIRED AHJ CLEARANCE HEIGHTS ABOVE FINISHED GRADE. IF CONSTRUCTED CLEARANCE IS LESS THAN 16.5', OR LESS THAN REQUIRED AHJ CLEARANCE, CONTRACTOR SHALL CONTACT UTILITY, OWNER, AND ENGINEER OF RECORD. HFA IS NOT RESPONSIBLE FOR ANY DAMAGE TO OVERHEAD UTILITIES.
17. CONTRACTOR IS RESPONSIBLE FOR UTILITY COORDINATION, NOTIFICATION, AND SCHEDULING OF ALL PARTIES FOR CONSTRUCTION, TESTING, INSPECTION, AND CERTIFICATION.
18. CONTRACTOR SHALL NOTIFY AND DOCUMENT NOTIFICATION TO UTILITY OWNERS AND AGENCIES NOT LESS THAN (2) FULL BUSINESS DAYS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION. UTILITY OWNERS AND AGENCIES ARE LISTED ON THE COVER SHEET. NOTICE OF INTENT TO START CONSTRUCTION SHALL ALSO BE SENT TO ALL AVAILABLE INTER-AGENCY NOTIFICATION SYSTEMS THAT MAY EXIST, SUCH AS 811 ONE-CALL, MISS UTILITY, DIG SAFE, ETC. HFA AND OWNER ARE NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES.

EROSION CONTROL NOTES:

1. WASH WATER FROM CLEANING CONCRETE TRUCKS, CONSTRUCTION VEHICLES, CONSTRUCTION EQUIPMENT, ETC. SHALL BE COLLECTED, DETAINED, AND PROPERLY TREATED OR DISPOSED ACCORDING TO AHJ DETAILS AND SPECIFICATIONS.
2. CONTRACTOR SHALL DEFINE AND DEPICT PLAN SHEET LAYOUTS OF ONSITE AND OFFSITE AREAS FOR THE TEMPORARY PARKING AND STORAGE AREAS, EQUIPMENT FUELING, MAINTENANCE, AND CLEANING AREAS, AND AREAS FOR PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
3. CONTRACTOR WILL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BMPS SHALL BE IMPLEMENTED AS NECESSARY TO MAINTAIN AHJ STANDARDS FOR STORMWATER RUNOFF AS THE PROJECT PROGRESSES AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. CONTRACTOR SHALL INSPECT, REPAIR, ADJUST, AND ADD EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION AS NECESSARY TO MAINTAIN EFFECTIVE EROSION CONTROLS FOR ALL POINTS OF DISCHARGE.
5. CONTRACTOR SHALL VERIFY TEMPORARY STABILIZATIONS ARE EFFECTIVE AT THE END OF EACH WORKING DAY. THIS INCLUDES MAINTENANCE AND REPAIR OF PERIMETER CONTROLS, BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
6. WHEN TEMPORARILY STABILIZATION IS REQUIRED, AFTER 15-DAYS OF INACTIVITY, AND WHEN TRANSITIONING TO PERMANENT STABILIZATION, CONTRACTOR SHALL PROVIDE COMPLETE AND UNIFORM STABILIZATION COVERAGE THAT MINIMIZES EROSION AND SEDIMENT-LADEN RUNOFF ACCORDING TO THE FOLLOWING, OR AS SPECIFIED BY THE AHJ:
   A. ZERO TO 10% SLOPES: TEMPORARY RE-VEGETATION SHALL BE A MINIMUM OF SEEDING AND MULCHING. PERMANENT STABILIZATION IS WITH SOD.
   B. 10:1 UP TO 4:1 SLOPES: TEMPORARY RE-VEGETATION SHALL BE A MINIMUM OF HYDRO-SEEDING WITH MULCH AND FERTILIZER, SOD, OR GROUNDCOVER. PERMANENT STABILIZATION IS WITH SOD.
   C. 4:1 TO 3:1 GRADE: THE TEMPORARY SLOPE SHALL BE COVERED WITH LANDSCAPE FABRIC AND HYDRO-SEEDED WITH MULCH AND FERTILIZER. PERMANENT STABILIZATION IS WITH STAKED SOD, OR GROUNDCOVER PLANTINGS IN ACCORDANCE WITH THE LANDSCAPING PLAN.
   D. GREATER THAN 3:1 GRADE: ANY TEMPORARY GRADES GREATER THAN 3:1 SHOULD NOT BE LEFT DENUDED OR UNSTABILIZED FOR MORE THAN 15 DAYS, SHOULD BE INSTEAD BROUGHT TO FINISHED GRADE WITH COMPACTION AS EARLY AS FEASIBLE, AND STABILIZED WITH ONE OF FOLLOWING, AS APPROVED BY ENGINEER OF RECORD:
1. TURF REINFORCEMENT MATTING; CRIBBING WITH LANDSCAPE FABRIC; TERRACING WITH GROUNDCOVER; RIPRAP;
   STAKED SOD (UP TO 2:1 SLOPE). IF CRIBBING, TERRACING, OR RIPRAP IS USED, THE SLOPE'S STABILITY AND
   RESISTANCE TO EROSION MUST BE EQUIVALENT TO OR BETTER THAN ITS PREDEVELOPMENT STATE.
2. RETAINING WALL PER APPROVED PLANS.
7. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL WHERE DRY CONDITIONS GENERATE NUISANCE AIRBORNE DUST TRANSPORTING OFF THE SITE. IN SUCH CONDITIONS, CONTRACTOR SHALL DEVELOP A PLAN FOR SPRAYING WATER AS DUST CONTROL OR EMPLOY OTHER METHODS CONSISTENT WITH THE SWPPP.
8. A STABILIZED STONE CONSTRUCTION ENTRANCE/EXIT IS REQUIRED ON CONSTRUCTION SITES. EACH CONSTRUCTION ENTRANCE/EXIT MUST BE ACCORDING TO AHJ DETAILS AND SPECIFICATIONS, OR AT LEAST 20' WIDE BY 50' LONG BY 6" THICK LAYER OF STONE (MINIMUM AVERAGE STONE DIAMETER OF 3") STABILIZED BY HEAVY DUTY GEOTEXTILE FABRIC UNDERLAYMENT. IF THE TEMPORARY CONSTRUCTION ENTRANCE/EXIT IS AT AN EXISTING CURB, TEMPORARY WOODEN RAMPS ARE ACCEPTABLE, BUT LOOSE MATERIAL SUCH AS FILL DIRT OR GRAVEL SHALL NOT BE USED TO RAMP UP FROM THE STREET.
9. CONTRACTOR IS RESPONSIBLE FOR MINIMIZING DEBRIS, MUD AND SOIL IN THE PUBLIC WAY AND SHALL IMMEDIATELY CLEAN SUCH DEBRIS TRACKED ONTO PUBLIC STREETS FROM THE CONSTRUCTION SITE VIA SWEEPING OR OTHER METHODS OF PHYSICAL REMOVAL. DEBRIS, MUD, OR SOIL IN THE STREET MAY NOT BE WASHED OFF THE STREET OR WASHED INTO THE STORM DRAINAGE SYSTEM. CONTRACTOR IS RESPONSIBLE FOR PROTECTING STORM DRAINAGE SYSTEMS DOWNSTREAM OF A DEVELOPMENT SITE FROM DEBRIS, MUD, OR SOIL USING ADDITIONAL INLET PROTECTION METHODS AT INLETS RECEIVING DIRECT RUNOFF, IF NOT DEPICTED ON THE PLAN

Permit General Notes:

1. All meters shall be installed off of ALDOT Right-of-Way.
2. All manholes, valve boxes, and hand holes should be flush with existing ground.
3. Applicant shall contact the District Administrator 48 hours prior to beginning work on ALDOT Right-of-Way. The District Administrators are as follows:

Area- 9
(91) Mobile County – David A. Hollowell, (251) 470-8219
(92) Baldwin County – Jason Shaw, P.E. (251) 937-2086
(93) Escambia and Conecuh Counties – Tammy W. Evers, (251) 578-7546

4. The Engineer of Record shall promptly write an As-Built Certification letter to the District Administrator requesting an inspection upon completion of the permitted work. Any punch list items shall be completed prior to Provisional Acceptance of work.

5. Bonds submitted for permits shall be held for a (1) one-year Maintenance Period which begins on the Provisional Acceptance date issued by the Department. During this time any failures, deficiencies, or maintenance care shall be the responsibility of the applicant. At the end of the Maintenance Period the applicant or Engineer of Record shall submit a bond release request letter to the District Administrator, bonds are not released without request.

6. All traffic control shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. (If project necessitates lane closure, lane closure must be made part of the permit.)

7. Onsite Representatives & Contact Information: Mike Tierney - mtierney@transcendentbrandco.com - 508-561-4903

8. Onsite representatives will have on hand, at all times:
(1) Approved permit and plans stamped by the Region Engineer
(2) Traffic Control Plans
(3) Erosion Control Plans

9. All disturbed areas on ROW shall receive 4" of topsoil and be sodded or seeded as directed by the Department.

10. All work on the ROW will be in conformance with the latest edition of ALDOT Standard Specifications.

11. Electric power and communication facilities will conform to the current applicable National Electrical Safety Code.

12. A Best Management Plan shall at minimum return all exposed areas to original or better condition and require stand of grass and/or sod before acceptance. Silt fence and any other erosion control items needed shall be used to prevent erosion. (NO HAYBALES ARE ALLOWED IN ROW)

13. All trees over 4" DBH shall not be cut/removed without written permission from ALDOT.

14. Absolutely no bore pits shall be allowed to be unfilled and/or uncovered overnight unless protected. (Bore pits have a maximum of 72 hours to be open before filled.)

15. Upon completion & any time thereafter, ALDOT retains the right to request an As-Built plan of any permitted work in said department's Rights-of-Way (ROW).

16. WARNING: Do not disturb Survey Markers located on ALDOT Right-of-Way. Any property markers disturbed during construction shall be re-established by an Alabama licensed professional land surveyor at the expense of the permit applicant.

17. The total area to be disturbed during construction of this permit: 1.0 acre(s).(On & Off ROW combined).

18. Water lines shall conform to the currently applicable standards of the American Water Works Association.

19. Pressure pipelines shall conform to the currently applicable sections of American National Standards Institute (ANSI).

20. As required by Alabama Act 94-487: Call two working days before excavation 1-800-292-8525, Alabama Line Location Center, Inc.

21. All existing utility facilities in the proposed work area shall be physically located both horizontally and vertically.
a. The utility facilities in work area are represented to the best of my knowledge, according to locates provided by 811 and individual due diligence. Engineer Initials GDS

b. 811 Ticket # TBD

22. Any ornamental vegetative landscaping (shrubs, flowers, ornamental grass, etc.) disturbed during construction shall be replaced, transplanted, or sodded by the applicant as directed by the Alabama Department of Transportation District Administrator.

23. All fill material or onsite debris deposited in the right-of-way shall be removed prior to issuance of final acceptance to begin the one-year maintenance period of the permit contract.

24. The applicant shall see that all solid waste (I.E., wood, stumps, etc.) is disposed of in accordance with applicable regulations of the Alabama Department of Environmental Management (ADEM).

25. Property obstructions which are to remain in place, such as historical structures, trees, drains, water or gas pipes, poles, wall, etc., are not to be disturbed unless noted and approved by SHPO, ALDOT, ADEM, EPA, etc.

26. The applicant is responsible to see that streets are cleaned immediately after concrete or other delivery trucks leave the site. Mud and debris are to be kept off streets, and out of inlets, ditches, etc.

27. Fuel tanks shall not be stored on the right-of-way overnight. Vehicles transporting fuel, chemicals, fertilizers, etc. onto right-of-way shall not be left unattended.

28. The applicant or Engineer of Record shall promptly notify ALDOT of any perceived conflicts, ambiguous items or deficiencies in the plans, specifications, general notes, or related contract documents.

29. For work within Interstate ROW, all ingress and egress to worksite shall be from applicant's property. No access shall be gained from the Interstate ROW. Equipment and materials shall not be stored on Interstate ROW.

30. Milepost(s) 2.184 Speed Limit 55 MPH

31. Is drainage/ runoff from this site directed onto state ROW? (circle) YES or (NO) Engineer Initials ___GDS_____

32. Are utility, signal or light pole, related conflicts present or are any relocations required for this project to be constructed as proposed in these plans? (circle) YES or (NO) Engineer Initials ____GDS_____

33. Minimum cover over utilities shall be maintained upon completion of work.
(YES) or NO Engineer Initials _____GDS_____

34. The legal permit applicant is held responsible and liable for all damages, actions, or responsibilities of their appointed contractors, assigns, or appointees.

Brew Horizons, LLC
APPLICANT NAME

mtierney@brew-horizons.com
APPLICANT EMAIL ADDRESS

508-561-4903
APPLICANT PHONE NUMBER

2000 West Park Drive, Suite 130
Westborough, MA 01581
APPLICANT MAILING ADDRESS

2000 West Park Drive, Suite 130
Westborough, MA 01581
MAILING ADDRESS FOR APPROVED PERMIT

11/21/2025
DATE

GARRETT D. SMALL, PE
ENGINEER OF RECORD

479-360-6267
ENGINEER'S PHONE NUMBER

garrett.small@hfa-ae.com
ENGINEER'S EMAIL ADDRESS

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HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
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t 479.273.7780
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STIPULATION FOR REUSE:
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT: 9807 AL-104 (LOT 5) FAIRHOPE, AL 36532
CONTEMPORANEOUSLY WITH ITS ISSUE FOR PERMITTING
AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. ANY SUCH USE IS AT USER'S RISK AND WITHOUT LIABILITY TO HFA-AE. REFERENCE OR EXAMPLE ON ANOTHER PROJECT SITE SHALL BE AT USER'S RISK. PROPERLY LICENSED ARCHITECTS AND ENGINEERS RETAINED FOR ADAPTATION OF DRAWING FOR REUSE ON ANOTHER PROJECT SITE SHALL BE INDEMNIFIED AND HELD HARMLESS BY USER FOR ANY USE CONTRARY TO THIS LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9807 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

	TITLE	DATE
8	OTP	
7	PAVE	11/05/2025
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5	CITY	11/14/2025
4	CITY	01/07/2026
3	CITY	01/19/2026
2	CITY	02/11/2026

DOCUMENT DATE: 10/10/2025
CHECKED BY: KFB
DRAWN BY: MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

ALDOT NOTES

SHEET: C1.2

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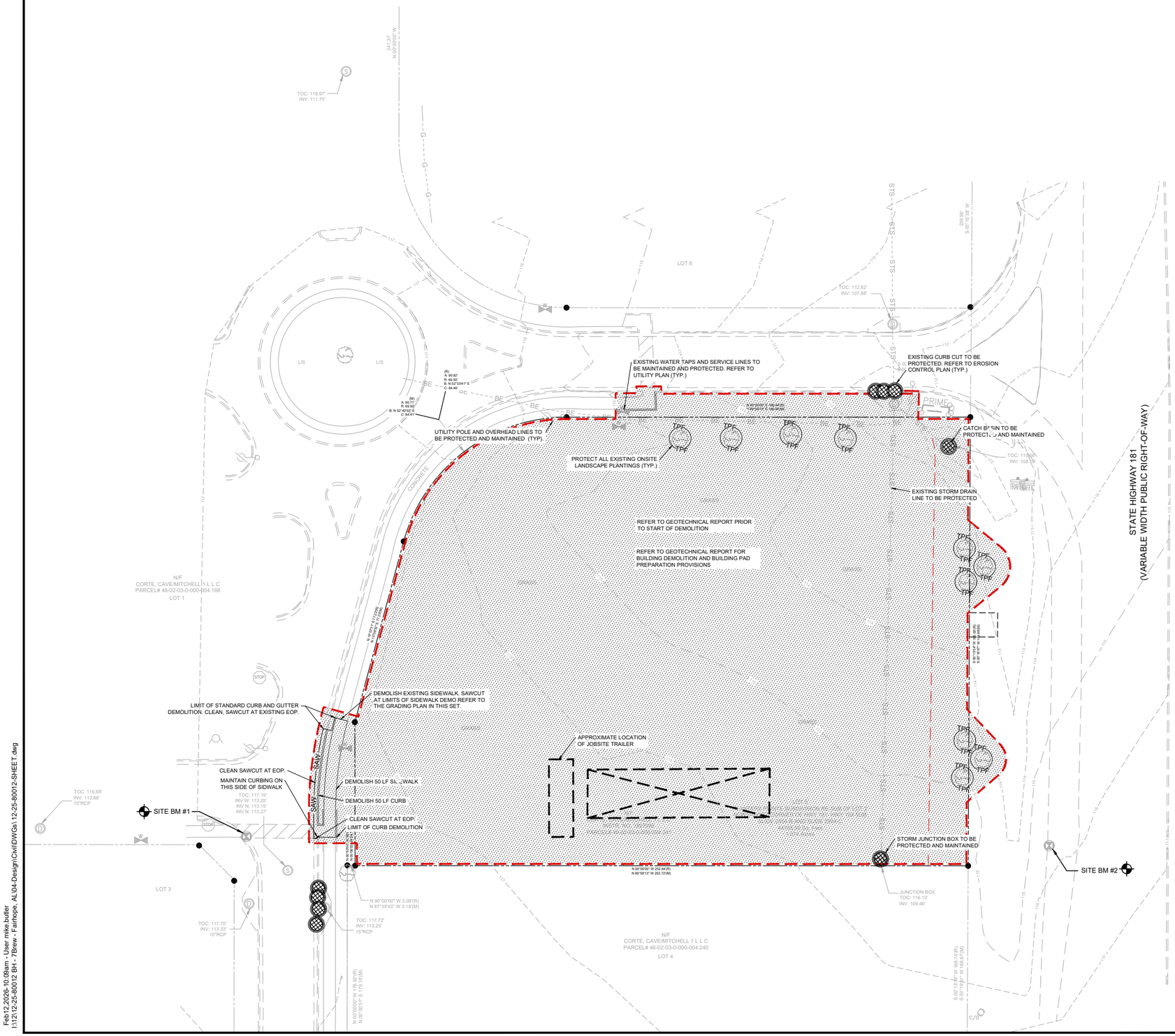

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N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- LIMIT OF WORK/LIMIT OF DISTURBANCE
- PROTECT EXISTING OPEN GRATE DRAINAGE STRUCTURES. PROVIDE EROSION EELS AROUND STRUCTURES.
- TPF — TREE PROTECTION BOUNDARY

SHEET NOTES

1. REFER TO EROSION CONTROL DETAILS.
2. DUST CONTROL IS TO BE MAINTAINED AT INGRESS/EGRESS TO THE SITE DURING THE LENGTH OF THE PROJECT.
3. TOTAL LIMIT OF DISTURBANCE IS 45,094 SF (1.03 AC).
4. REFER TO EROSION CONTROL PLAN AND LANDSCAPE DETAILS FOR TREE PROTECTION MEASURES.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
- BURIED TELEPHONE
- BURIED CASING/CONDUIT
- BURIED TV
- BURIED CABLE
- BURIED GAS
- OVERHEAD ELECTRIC
- STORM STRUCTURE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- FIRE HYDRANT
- VALVE
- METER
- POWER POLE
- GUY WIRE
- BENCHMARK
- MONUMENT
- LIGHT
- SIGN

SURVEY PROVIDED BY:

US SURVEYORS
4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
800-867-8783 X 201

DATED: JULY 17, 2025

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CONTEMPORANEOUSLY WITH ITS ISSUE DATE.

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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

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PRELIMINARY

EXISTING CONDITIONS AND DEMO PLAN

SHEET:
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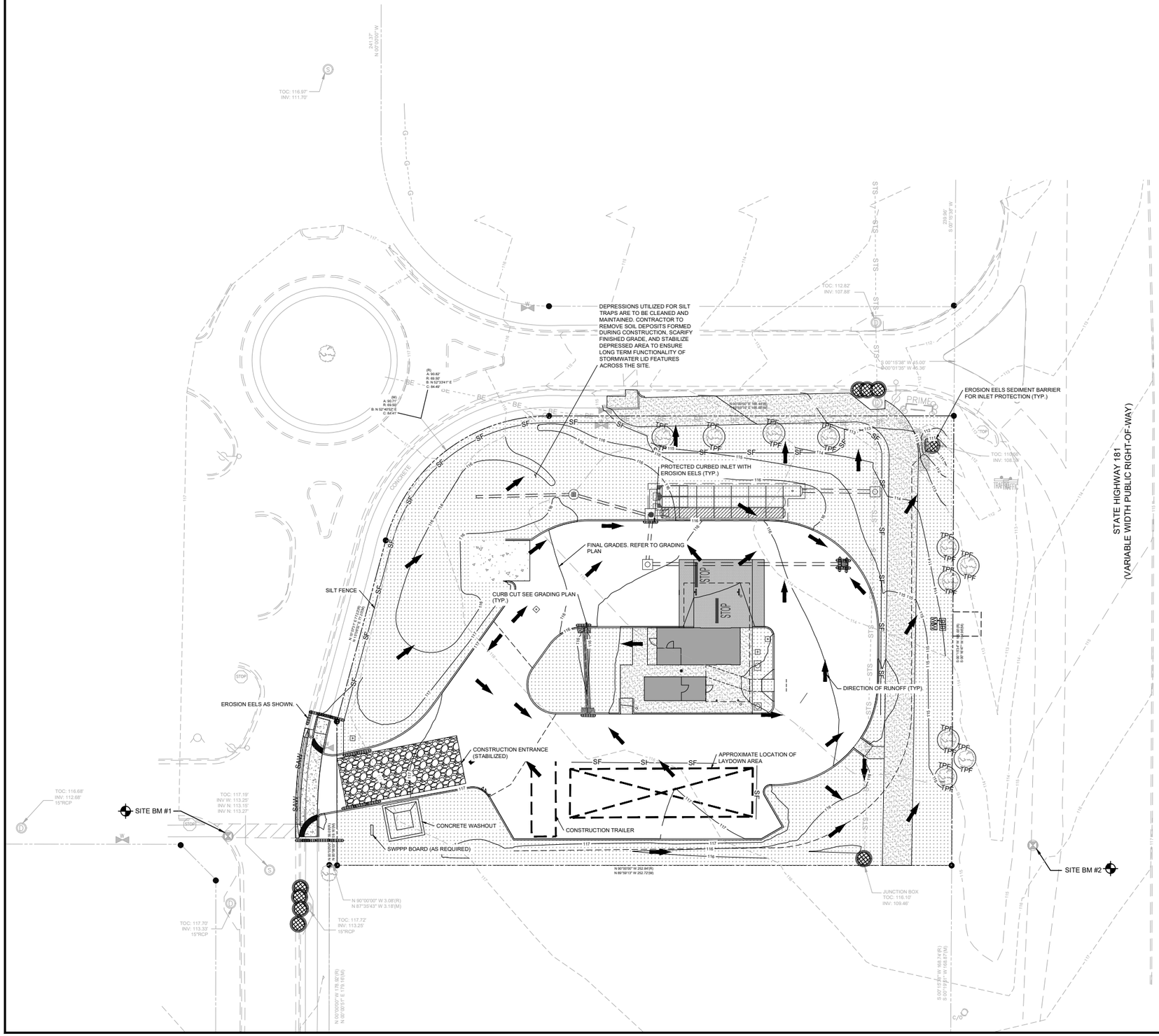

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- PROTECT EXISTING OPEN GRADE DRAINAGE STRUCTURES. PROVIDE EROSION EELS AROUND STRUCTURES.
- SF — SILT FENCE
- STABILIZED LANDSCAPE AREAS
- FLOW ARROW

SHEET NOTES

1. PRIOR TO REMOVAL OF EROSION CONTROLS SHOWN FOR PHASE 1, THE FOLLOWING CONDITIONS ARE TO BE MET:
   - 1.1. LANDSCAPE AREAS TO BE SEEDED AND STABILIZED.
   - 1.2. INSTALLATION OF PAVEMENT IS TO BE COMPLETED.
   - 1.3. SILT TRAPS ARE INSPECTED, CLEANED, AND REPLACED AS REQUIRED TO MAINTAIN WORKING CONDITION.
   - 1.4. BUILDING MATERIALS AND MISCELLANEOUS ONSITE MATERIALS HAVE BEEN REMOVED FROM THE SITE.
2. DUST CONTROL IS TO BE MAINTAINED AT INGRESS/EGRESS TO THE SITE DURING THE LENGTH OF THE PROJECT.
3. CONTRACTOR IS TO LEGALLY DISPOSE OF CONSTRUCTION ENTRANCE ONCE CONSTRUCTION IS COMPLETE.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
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7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

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DOCUMENT DATE: 10/10/2025
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PRELIMINARY

EROSION CONTROL PLAN

SHEET: C3.0

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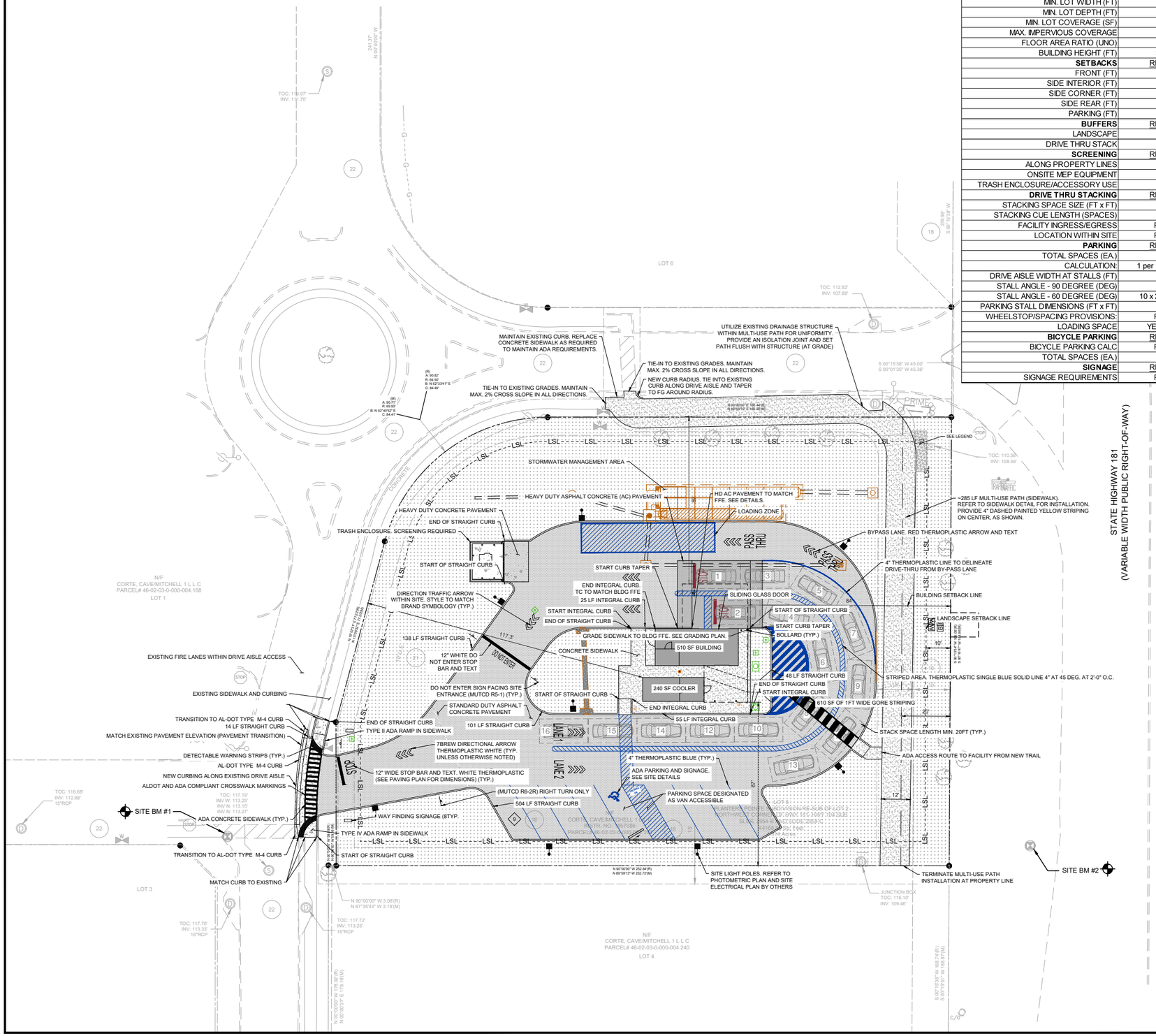
SITE DATA

OVERALL SITE DATA	REQUIRED	PROVIDED
SITE AREA (AC)	-	1.014
BUILDING GFA (SF)	-	44,168
ZONING	GENERAL BUSINESS (B-2)	GENERAL BUSINESS (B-2)
USE	-	SERVICE-RESTAURANT
OVERLAY DISTRICT	NONE	NONE
MIN. LOT WIDTH (FT)	N/A	N/A
MIN. LOT DEPTH (FT)	N/A	N/A
MIN. LOT COVERAGE (SF)	N/A	N/A
MAX. IMPERVIOUS COVERAGE	NONE	58%
FLOOR AREA RATIO (UNO)	N/A	N/A
BUILDING HEIGHT (FT)	30 MAX.	20
SETBACKS	REQUIRED	PROVIDED
FRONT (FT)	20	84
SIDE INTERIOR (FT)	0	67
SIDE CORNER (FT)	0	69
SIDE REAR (FT)	0	117
PARKING (FT)	10	10
BUFFERS	REQUIRED	PROVIDED
LANDSCAPE	10	10
DRIVE THRU STACK	N/A	N/A
SCREENING	REQUIRED	PROVIDED
ALONG PROPERTY LINES	None	None
ONSITE MEP EQUIPMENT	N/A	N/A
TRASH ENCLOSURE/ACCESSORY USE	YES	YES
DRIVE THRU STACKING	REQUIRED	PROVIDED
STACKING SPACE SIZE (FT x FT)	None	10x20
STACKING CUE LENGTH (SPACES)	None	7 (Min.)
FACILITY INGRESS/EGRESS	Per code	Per code
LOCATION WITHIN SITE	Per code	Per code
PARKING	REQUIRED	PROVIDED
TOTAL SPACES (EA.)	5	9
CALCULATION:	1 per 100 SF plus 1	1 per 100 SF plus 1
DRIVE AISLE WIDTH AT STALLS (FT)	14	14
STALL ANGLE - 90 DEGREE (DEG)	N/A	N/A
STALL ANGLE - 60 DEGREE (DEG)	10 x 20 with stops	10 x 20 with stops
PARKING STALL DIMENSIONS (FT x FT)	10 x 20	10 x 20
WHEELSTOP/SPACING PROVISIONS:	Per code	Per code
LOADING SPACE	YES (12'x55')	YES (12'x55')
BICYCLE PARKING	REQUIRED	PROVIDED
BICYCLE PARKING CALC	Per code	Per code
TOTAL SPACES (EA.)	X	X
SIGNAGE	REQUIRED	PROVIDED
SIGNAGE REQUIREMENTS	Per code	Per code



20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- EASEMENTS - SEE SURVEY PLAN SHEET
- PROPOSED 6" CONCRETE CURB (SEE NOTES)
- BUILDING OVERHANG
- ADA PAVEMENT MARKINGS (SEE NOTES)
- PARKING COUNT
- BOLLARD
- WHEEL STOP
- PROPOSED MUTCD SIGNAGE (SEE NOTES)
- PROPOSED PAVEMENT MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
- MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
- PROPOSED STOP BAR LINE PAVEMENT MARKINGS (SEE PAVING PLAN AND PLAN NOTES)
- PROPOSED SEWER CLEANOUT STRUCTURES (SEE UTILITY PLAN)
- GREASE TRAP STRUCTURES (SEE MEP PLUMBING DETAILS)
- APPROXIMATE PROPOSED SITE LIGHT POLE LOCATIONS (SEE ELECTRICAL PLANS)
- MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
- WATER SERVICE STRUCTURES (SEE UTILITY PLAN)
- PROPOSED STANDARD DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED HEAVY DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
- LANDSCAPE AREA (SEE LANDSCAPE PLAN)
- BIODEGRADABLE ROLLED EROSION CONTROL SOIL STABILIZATION PRODUCT.

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
4. REFER TO ARCHITECTURAL PLANS FOR TRASH ENCLOSURE DETAILS.
5. REFER TO GRADING PLAN FOR ADDITIONAL DRAINAGE DETAIL.
6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
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7 BREW COFFEE
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ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

2026.02.12 09:41:04-06'00'

PRELIMINARY

SITE PLAN

SHEET:
C4.0

PROPOSED PASS THRU PAVEMENT

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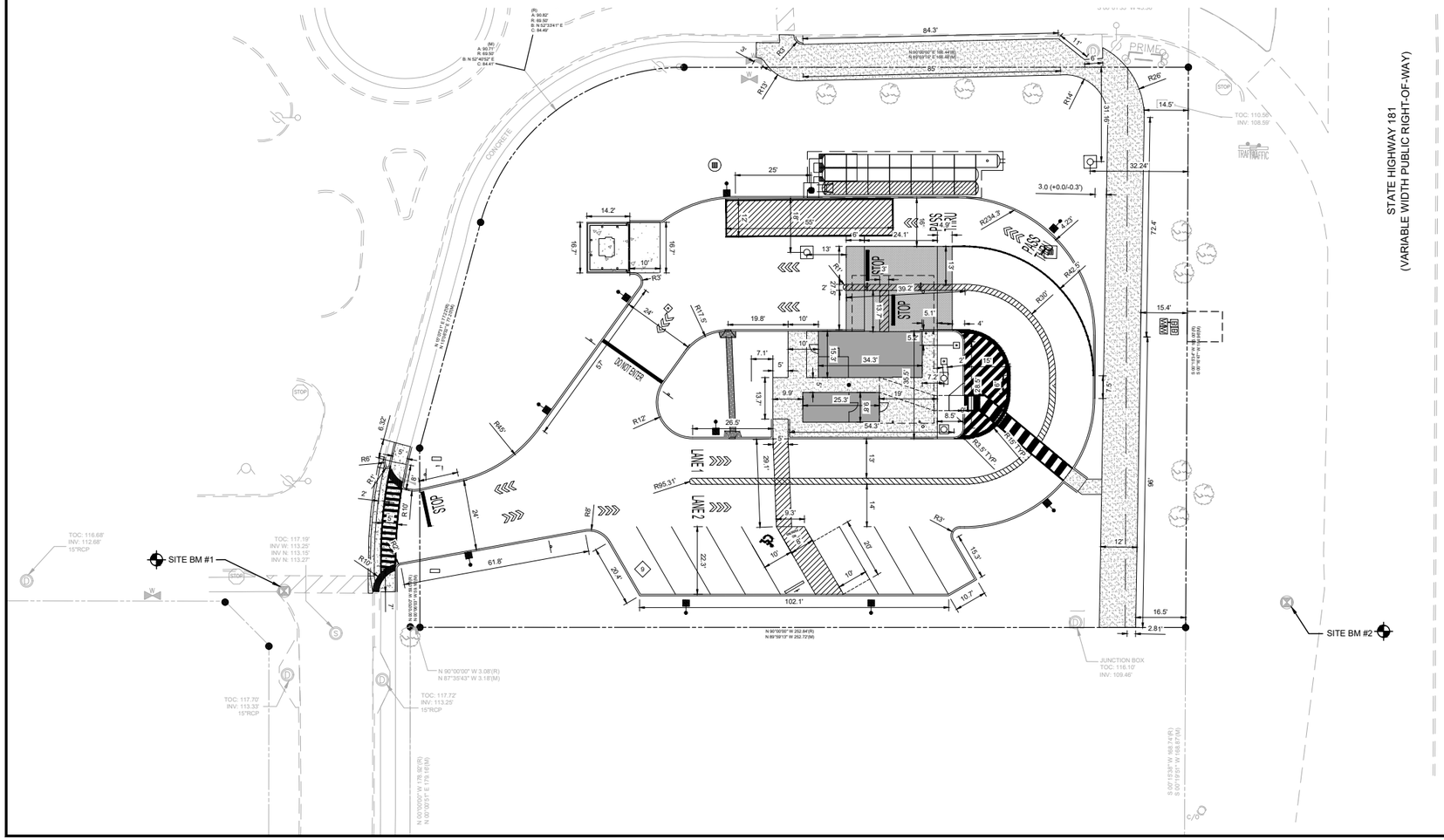

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20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

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- PROPERTY LINE
- EASEMENTS - SEE SURVEY PLAN SHEET
- PROPOSED 6" CONCRETE CURB (SEE NOTES)
- BUILDING OVERHANG
- ADA PAVEMENT MARKINGS (SEE NOTES)
- PARKING COUNT
- BOLLARD
- WHEEL STOP
- PROPOSED MUTCD SIGNAGE (SEE NOTES)
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- PROPOSED SEWER CLEANOUT STRUCTURES (SEE UTILITY PLAN)
- GREASE TRAP STRUCTURES (SEE MEP PLUMBING DETAILS)
- APPROXIMATE PROPOSED SITE LIGHT POLE LOCATIONS (SEE ELECTRICAL PLANS)
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- WATER SERVICE STRUCTURES (SEE UTILITY PLAN)
- PROPOSED STANDARD DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED HEAVY DUTY ASPHALT CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED STANDARD DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAILS)
- PROPOSED CONCRETE SIDEWALK PAVEMENT (SEE SITE DETAILS)
- LANDSCAPE AREA (SEE LANDSCAPE PLAN)

SHEET NOTES

1. REFER TO SITE DETAILS.
2. REFER TO PAVING PLAN FOR SITE LAYOUT AND DIMENSIONS.
3. REFER TO SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION ON LIGHTING AND TRANSFORMER PAD DETAIL.
4. REFER TO ARCHITECTURAL PLANS FOR TRASH ENCLOSURE DETAILS.
5. REFER TO GRADING PLAN FOR ADDITIONAL DRAINAGE DETAIL.
6. REFER TO LANDSCAPE PLAN FOR ADDITIONAL DETAIL.
7. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON WAYFINDING SIGNAGE.

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
- BURIED TELEPHONE
- BURIED CASING/CONDUIT
- BURIED TV
- BURIED CABLE
- BURIED GAS
- OVERHEAD ELECTRIC
- STORM STRUCTURE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- FIRE HYDRANT
- VALVE
- METER
- POWER POLE
- GUY WIRE
- BENCHMARK
- MONUMENT
- LIGHT
- SIGN

SURVEY PROVIDED BY:

US SURVEYORS
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EVANSVILLE, INDIANA 47715
800-867-8783 X 201

DATED: JULY 17, 2025

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BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

	TITLE	DATE
A	OTP	
1	PAVE	11/05/2025
2	PAVE	11/11/2025
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4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	10/10/2025
CHECKED BY:	KFB
DRAWN BY:	MPB

ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

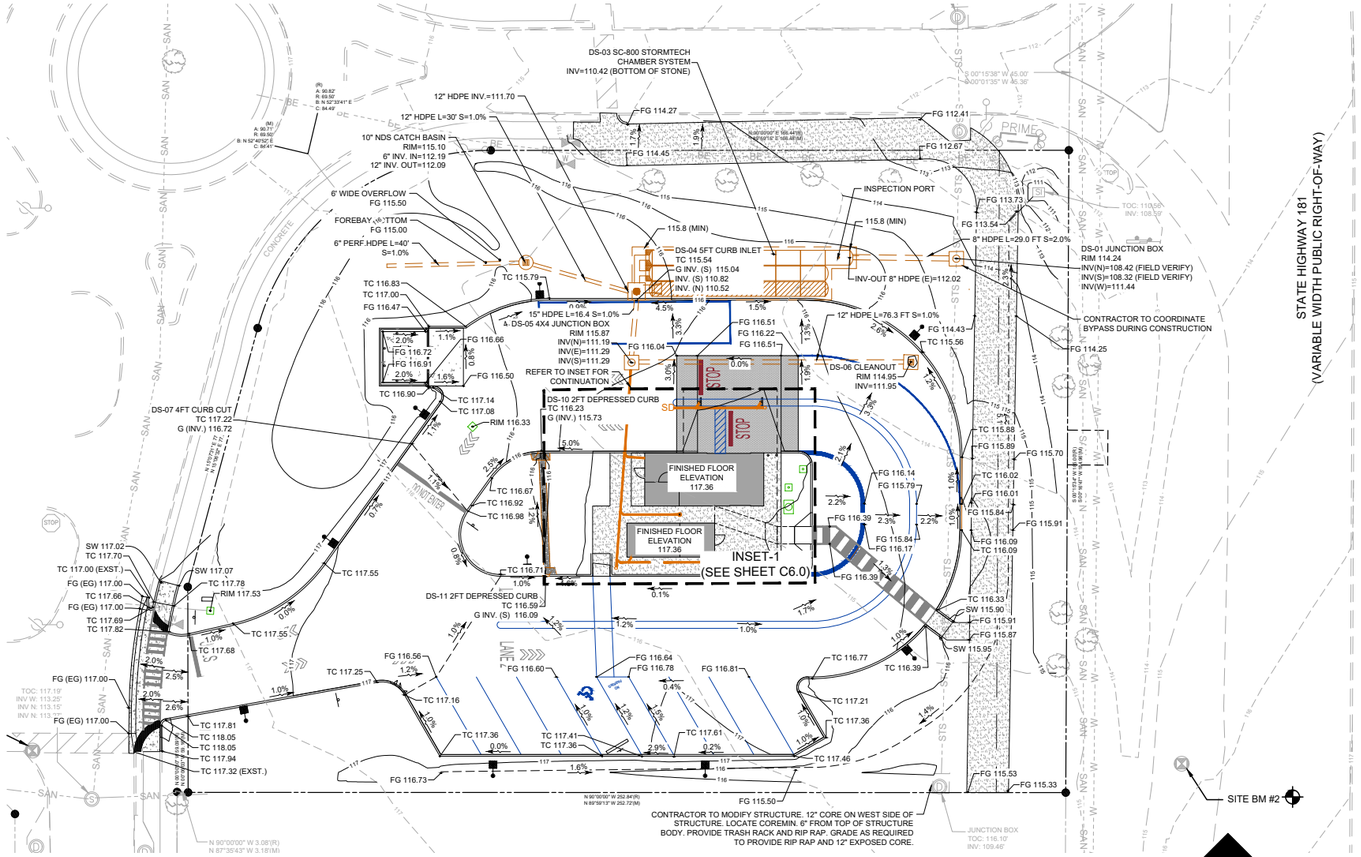
2026.02.12 09:41:08-06'00'

PRELIMINARY

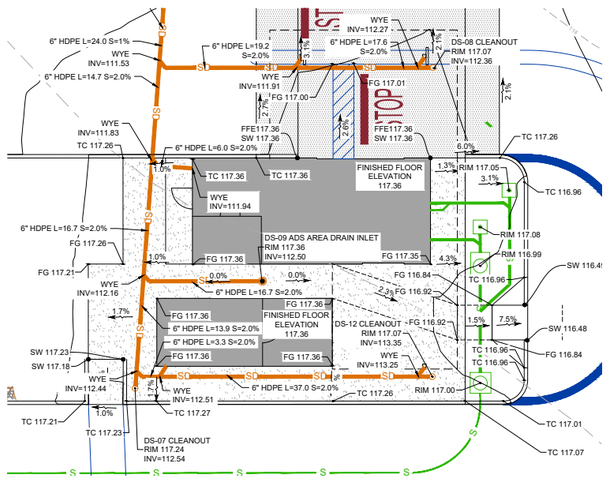
PAVING PLAN

SHEET:
C5.0

PROPOSED PASS THRU PAVEMENT



1 OVERALL GRADING PLAN
SCALE H1:20



2 GRADING INSET-1
SCALE H1:10

PROPOSED LEGEND

XXX	PROPOSED CONTOUR
	BREAKLINE
x%	DRAINAGE SLOPE AND DIRECTION
FG XX.XX	FINISHED GRADE
TC XXX.XX G XXX.XX	TOP OF CURB GUTTER
RIM XXX.XX INV XXX.XX SUMP XXX.XX	RIM ELEVATION INVERT ELEVATION SUMP ELEVATION
TC XXX.XX	TOP OF CURB ELEVATION
SW XXX.XX	SIDEWALK ELEVATION
FFE XXX.XX	FINISHED FLOOR ELEVATION
	STORM SEWER JUNCTION BOX
	ROOF DRAIN CLEANOUT
	OPEN GRATE INLET
	CURBED INLET
SD	6" HDPE ROOF STORM DRAIN (INSET)

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
X X X	FENCE
W W W	WATERMAIN
FM FM	FORCEMAIN
NPW NPW	REUSE WATERMAIN
SAN SAN	SANITARY SEWER
STS STS	STORM PIPE
BE BE	BURIED ELECTRIC
BFOC BFOC	BURIED FIBER
BT BT	BURIED TELEPHONE
CAS CAS	BURIED CASING/CONDUIT
BT BT	BURIED TV
BTV BTV	BURIED CABLE
G G G	BURIED GAS
OE OE	OVERHEAD ELECTRIC
	STORM STRUCTURE
	SANITARY MANHOLE
	SANITARY CLEANOUT
	FIRE HYDRANT
	VALVE
	METER
	POWER POLE
	GUY WIRE
	BENCHMARK
	MONUMENT
	LIGHT
	SIGN

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PRELIMINARY

GRADING PLAN

SHEET: C6.0

Feb12,2026-10:10am - User:mike.butler
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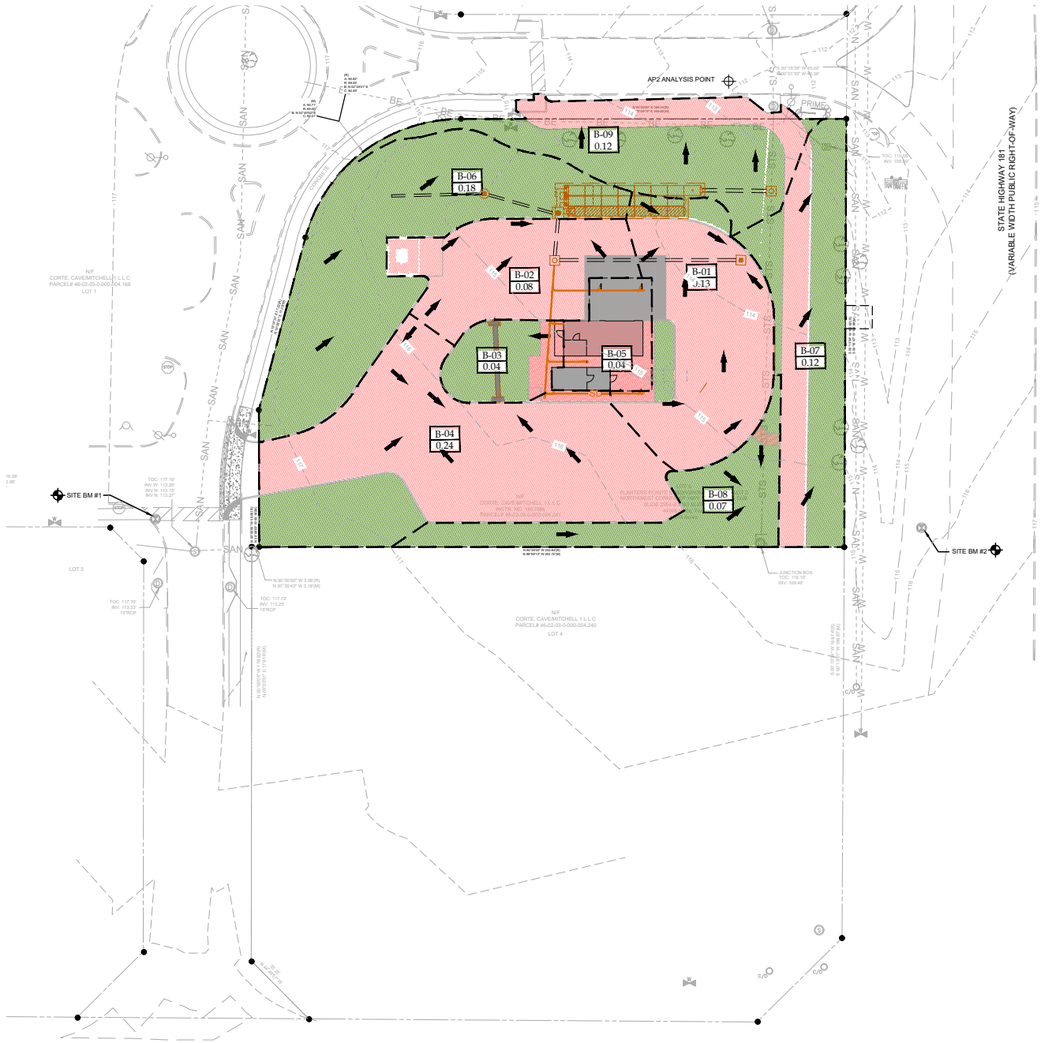

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N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- BASIN BOUNDARY
- SUB-BASIN BOUNDARY
- FLOW ARROW
- 1-X — DRAINAGE BASIN ID
- X.XX — DRAINAGE BASIN AREA (XX.X ACRE)
- PERVIOUS AREA
- IMPERVIOUS AREA
- ANALYSIS POINT

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
- WATERMAIN
- FORCEMAIN
- REUSE WATERMAIN
- SANITARY SEWER
- STORM PIPE
- BURIED ELECTRIC
- BURIED FIBER
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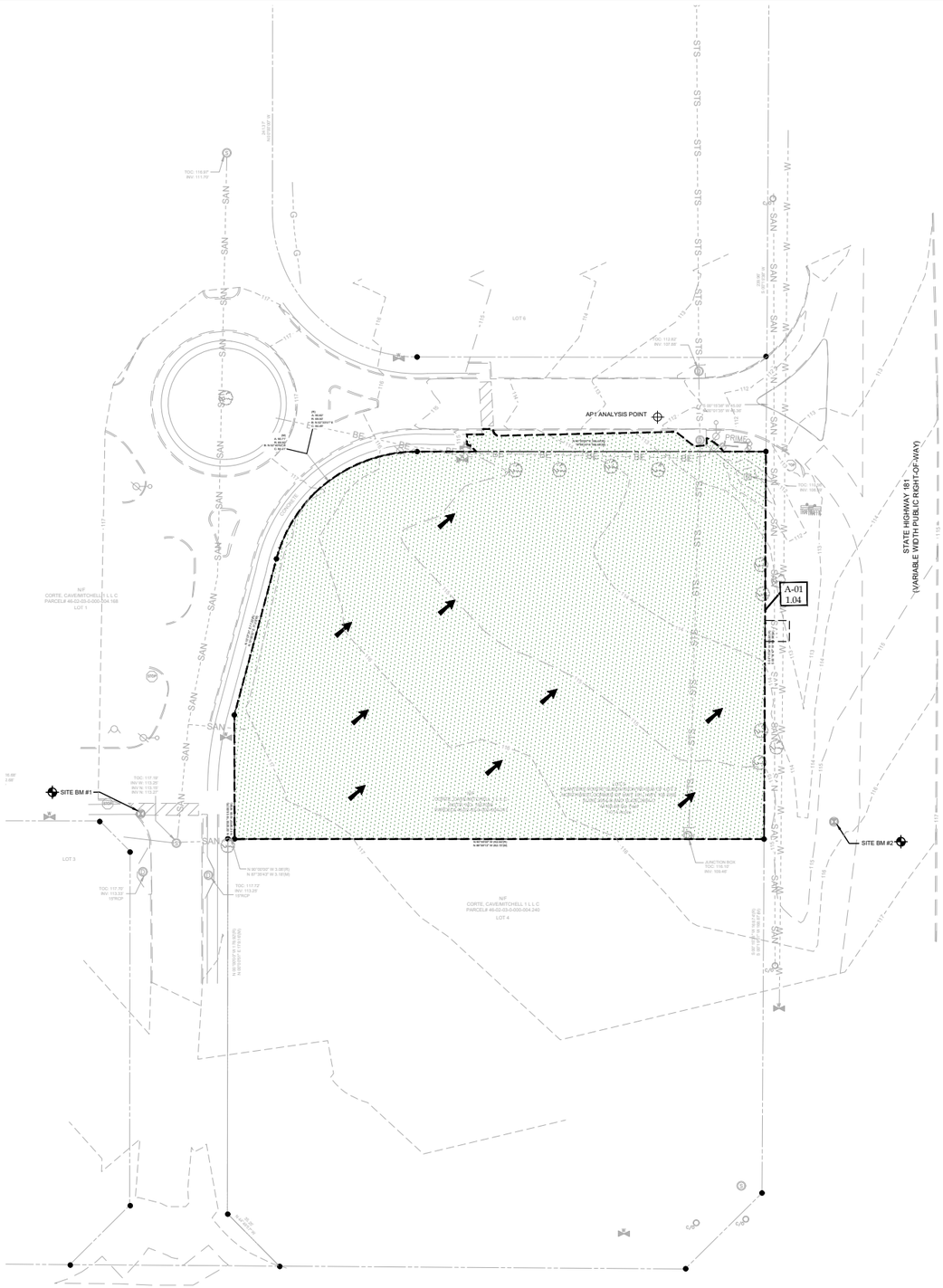
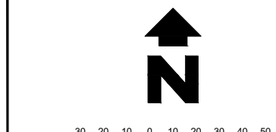
PRELIMINARY

POST DEVELOPMENT PLAN

SHEET: C6.2

10/10/2025





BASIN BOUNDARY

FLOW ARROW

1-X — DRAINAGE BASIN ID

X.XX — DRAINAGE BASIN AREA (XX.X ACRE)

PERVIOUS AREA (95,832 SF) [100%]

ANALYSIS POINT

SHEET NOTES

1. REFER TO POST DEVELOPMENT PLAN FOR DRAINAGE CALCS ON DRAINAGE SUBBASINS, AS WELL AS PROPOSED SITE CONDITIONS.

EXISTING LEGEND

	PROPERTY LINE/R.O.W.
	LOT LINE
	EASEMENT LINE
X	FENCE
W	WATERMAIN
FM	FORCEMAIN
NPW	REUSE WATERMAIN
SAN	SANITARY SEWER
STS	STORM PIPE
BE	BURIED ELECTRIC
BFOC	BURIED FIBER
BT	BURIED TELEPHONE
CAS	BURIED CASING/CONDUIT
BT	BURIED TV
BTV	BURIED CABLE
G	BURIED GAS
OE	OVERHEAD ELECTRIC
	STORM STRUCTURE
	SANITARY MANHOLE
	SANITARY CLEANOUT
	FIRE HYDRANT
	VALVE
	METER
	POWER POLE
	GUY WIRE
	BENCHMARK
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PRELIMINARY

PRE DEVELOPMENT PLAN

SHEET:
C6.1

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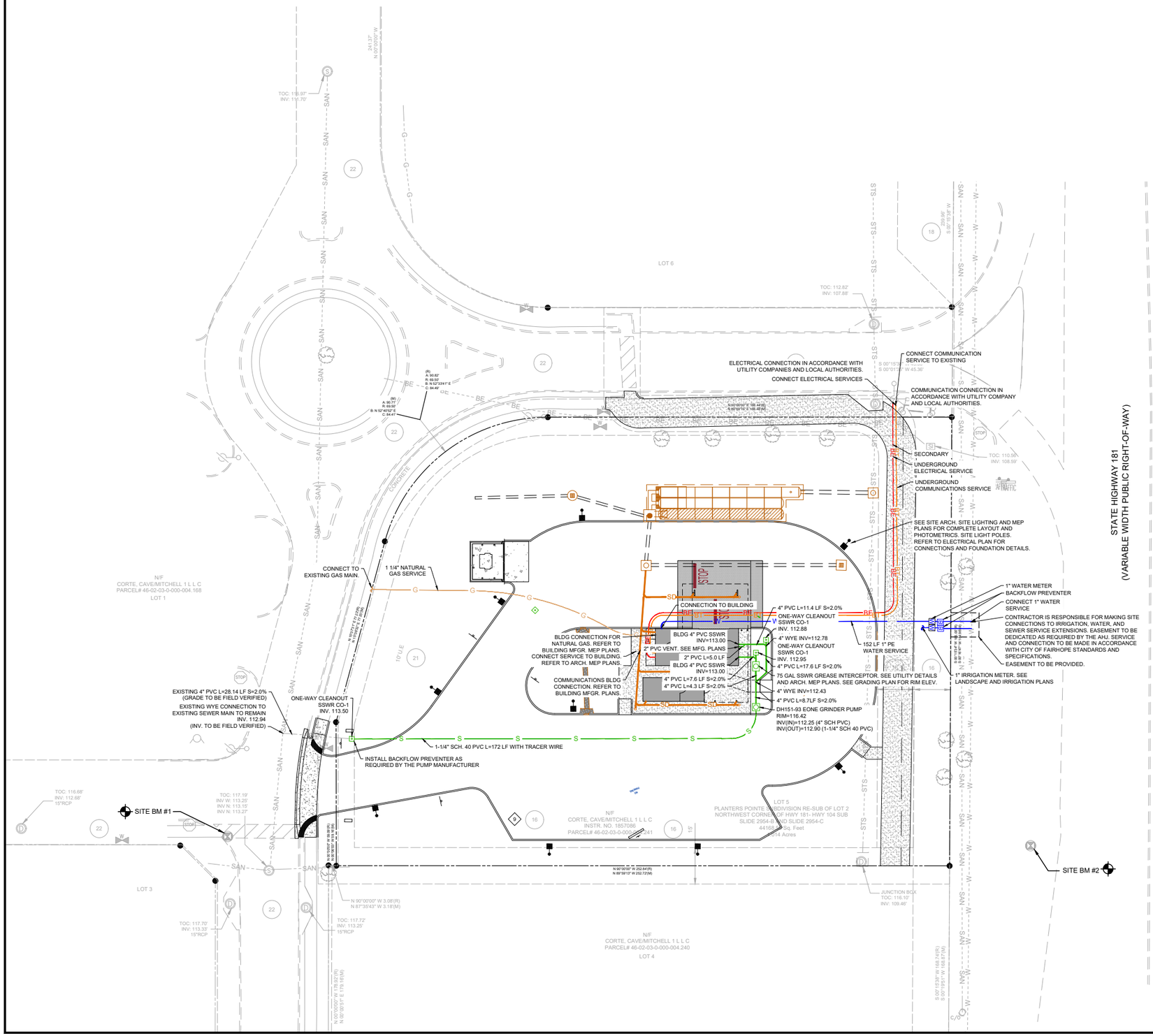
10/10/2025



Feb12,2026-10:11am - User:mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012-SHEET.dwg

N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND

- PROPERTY LINE
- EASEMENTS - SEE SURVEY PLAN SHEET
- PROPOSED 6" CONCRETE CURB (SEE NOTES)
- BUILDING OVERHANG
- W — WATER LINE
- S — SANITARY SEWER LINE
- BE — BURIED ELECTRIC LINE
- BT — BURIED TELECOMMUNICATION LINE
- G — NATURAL GAS LINE
- SD — 6" PVC ROOF STORM DRAIN (SEE GRADING PLAN)
- STORM SEWER (SEE GRADING PLAN)
- PROPOSED WATER METER AND SERVICE VALVE (SEE KEY NOTES)
- SEWER CLEANOUT UNLESS NOTED OTHERWISE.
- GREASE INTERCEPTOR
- PROPOSED SITE LIGHTING. LOCATIONS APPROXIMATE. (SEE ARCH. MEP PLANS)
- MISC. PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)

EXISTING LEGEND

- PROPERTY LINE/R.O.W.
- LOT LINE
- EASEMENT LINE
- FENCE
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- FORCEMAIN
- REUSE WATERMAIN
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ALABAMA LICENSED No. 52179 PROFESSIONAL ENGINEER GARRETT DAVID SMALL

PRELIMINARY

UTILITY PLAN

SHEET: C7.0

10 2025

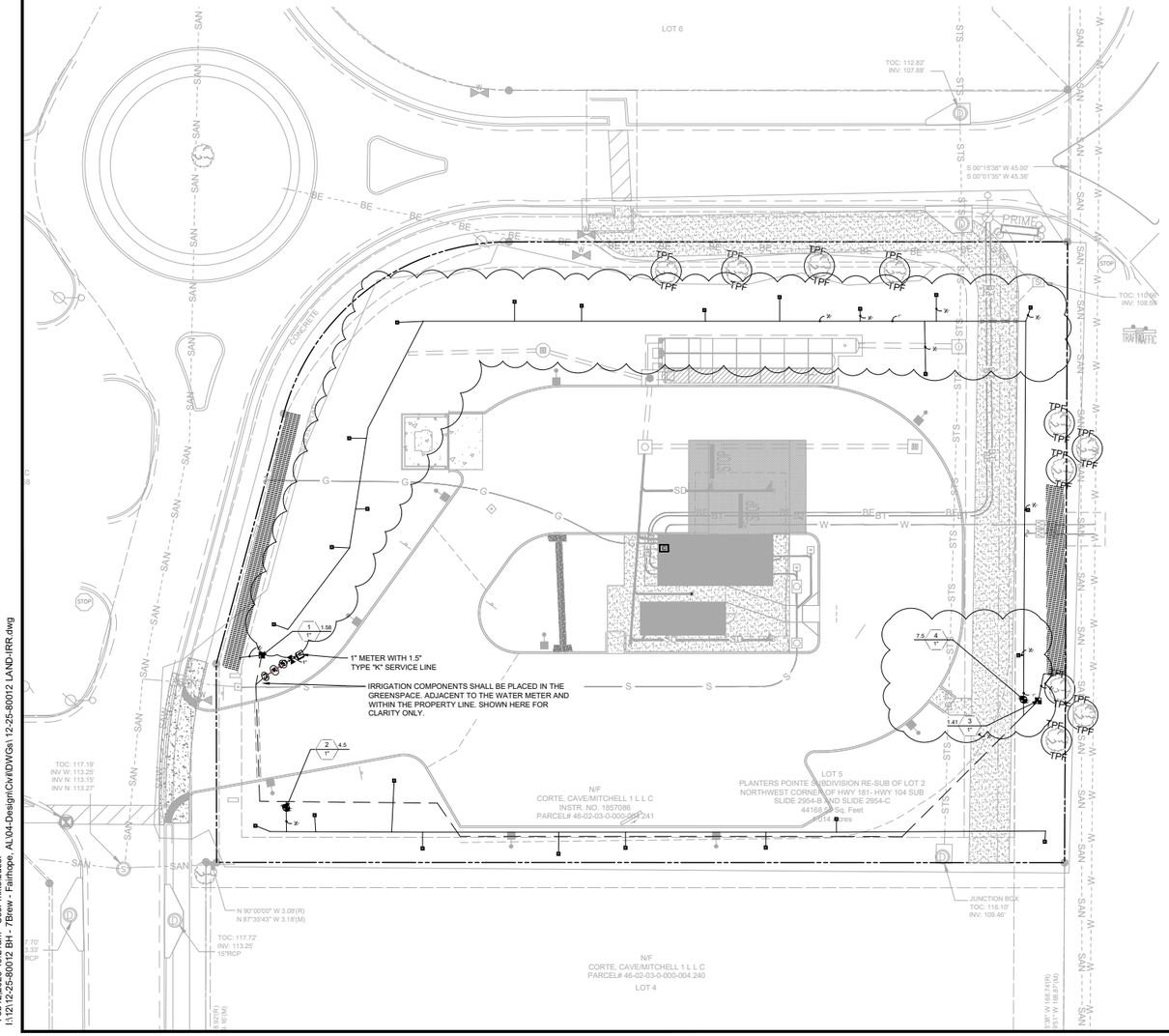
GENERAL IRRIGATION NOTES:

LINE LAYOUT AND EQUIPMENT PLACEMENT IS DIAGRAMMATIC. ADJUST HEAD AND LINE LOCATIONS ON SITE TO ACCOMMODATE EXISTING JOB CONDITIONS AND TO ACHIEVE 100% COMPLETE COVERAGE. ALL HEADS, LINES, VALVES, AND OTHER IRRIGATION EQUIPMENT SHALL BE LOCATED AND ROUTED THROUGH LANDSCAPE AREAS WHENEVER POSSIBLE AND SHALL BE LOCATED WITHIN THE BOUNDS OF THE PROPERTY. LOCATION OF IRRIGATION CONTROLLER & WEATHER STATION SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND/OR OWNER. SEE CIVIL UTILITY PLANS FOR EXACT LOCATION OF WATER METER.

SPRAY HEADS SHALL BE ADJUSTED SO AS TO NOT SPRAY UNDER PRESERVED TREES.

THE CONTRACTOR SHALL DISCUSS ANY IRRIGATION LOCATED WITHIN AN EASEMENT WITH THE OWNER AND FULLY INFORM THEM OF ALL LIABILITY OF FUTURE DAMAGE TO THEIR SYSTEM BY EASEMENT OWNER.

LATERAL LINES TO BE POLYFLEX PIPE SDR 9 CTS
MAIN LINE TO BE POLYFLEX PIPE SDR 9 CTS



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
1401 1402 1404	Rain Bird 1806-PRS-1400 Flood Flood Bubbler 6in. popup with pressure regulating device. Install w/ PA-80 adapter.	24	20

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZLF-100-PRF 1" Low Flow, 0.2-10 GPM, with 1in. Low Flow Valve and 1in. Pressure Regulating RBY filter and 40psi pressure regulator.	2
	Area to Receive Dripline Rain Bird XFCV-06-18 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	447.7 lf

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird EFB-CP-PRS-D 1" 1in., 1-1/2in., 2in. Brass Remote Control Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use.	2
	Shut Off Valve	1
MV	Rain Bird EFB-CP-PRS-D 1" 1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
BF	Watts 919QT 1" Backflow reduced pressure zone	1
C	Rain Bird ESPLXME2 12 Station Traditionally-Wired, Commercial Controller. Indoor/Outdoor, Plastic Wall-Mount Enclosure.	1
FS	Rain Bird FS-100-B 1in. Flow Sensor, Brass Model. Suggested Operating Range 2.0 GPM to 40.0 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) | LXD | LXME2(P) | ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
M	Water Meter 1"	1
	Irrigation Lateral Line: PVC Schedule 40 3/4"	623.0 lf
	Irrigation Lateral Line: PVC Schedule 40 1"	162.1 lf
	Irrigation Mainline: PVC Schedule 40 1"	320.3 lf
	Pipe Sleeve: PVC Class 200 SDR 21	33.7 lf

Valve Callout
Valve Number
Valve Flow
Valve Size

CRITICAL ANALYSIS

Generated: 2026-01-19 18:04

P.O.C. NUMBER: 01
Water Source Information:

FLOW AVAILABLE
Water Meter Size: 1"
Flow Available 18.2 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 70 PSI
Elevation Change: 5 ft
Service Line Size: 1"
Length of Service Line: 20 ft
Pressure Available: 66 PSI

DESIGN ANALYSIS
Maximum Station Flow: 7.5 GPM
Flow Available at POC: 18.2 GPM
Residual Flow Available: 10.7 GPM

Critical Station: 4
Design Pressure: 20 PSI
Friction Loss: 3.49 PSI
Fittings Loss: 0.35 PSI
Elevation Loss: 0 PSI
Loss through Valve: 0.45 PSI
Pressure Req. at Critical Station: 24.3 PSI
Loss for Fittings: 0.46 PSI
Loss for Main Line: 4.6 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 12.5 PSI
Loss for Master Valve: 0.45 PSI
Loss for Water Meter: 0.45 PSI
Critical Station Pressure at POC: 42.8 PSI
Pressure Available: 66 PSI
Residual Pressure Available: 23.2 PSI

NOTE TO CONTRACTOR:

ALL DISTURBED AREAS SHALL RECEIVE SEED OR SOD ACCORDING TO LANDSCAPE PLAN. ALL AREAS RECEIVING SEED OR SOD AND NOT COVERED BY THE AUTOMATIC IRRIGATION SYSTEM SHALL BE HAND WATERED UNTIL VEGETATION IS ESTABLISHED AND ABLE TO SUSTAIN ITSELF IN A CONSISTENTLY HEALTHY CONDITION.

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EVANSVILLE, IN 47715
1-800-TO SURVEY

DATED: 06-09-2024

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20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

PROPOSED LEGEND:

—— TPF ——— TREE PROTECTION FENCE, SEE DETAIL

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AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT, SITE OR AT A LATER TIME, EXCEPT BY AGREEMENT OF THE PROFESSIONAL LICENSED ARCHITECTS AND ENGINEERS WHO PREPARED IT. ANY REUSE, REPURPOSE OR EXAMPLE ON ANOTHER PROJECT WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE PROFESSIONAL LICENSED ARCHITECTS AND ENGINEERS WHO PREPARED THIS DRAWING FOR REUSE ON ANOTHER PROJECT OR AT A LATER TIME SHALL BE CONTRARY TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

ISSUE BLOCK		
△	TITLE	DATE
1	PAVE	
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	
CHECKED BY:	WDW
DRAWN BY:	JMS

STATE OF ALABAMA
WENDY D. WERT
1002
REGISTERED LANDSCAPE ARCHITECT

2026.02.12 09:44:25-06'00'

PRELIMINARY

IRRIGATION PLAN

SHEET:
IRR1.0

Feb12,2026 10:21am - User: mike.butler
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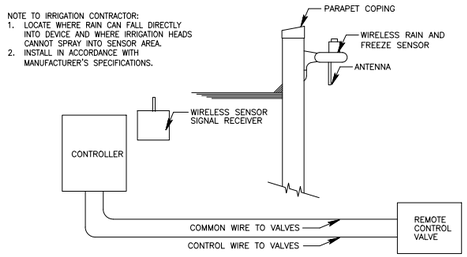
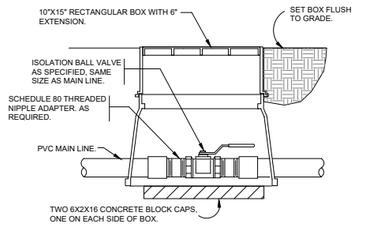
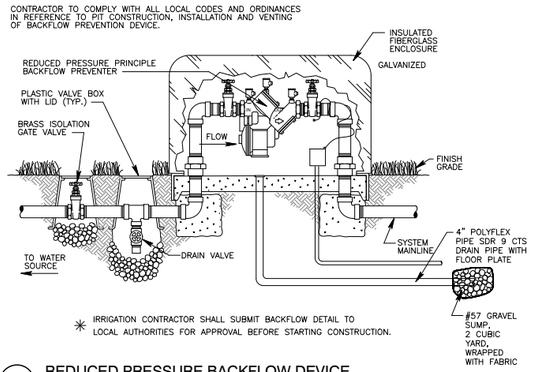


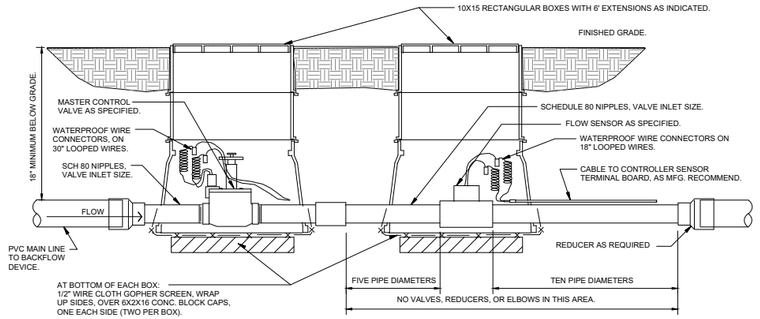
13 RAIN SENSOR
NTS



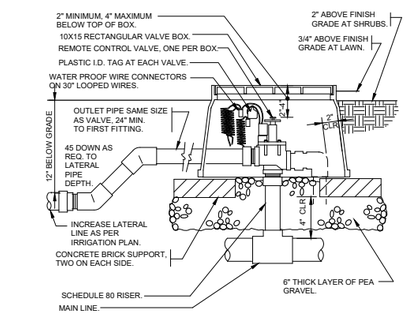
12 BRASS BALL ISOLATION VALVE
NTS



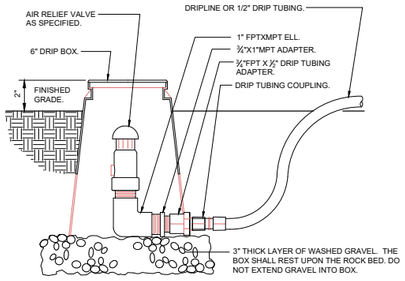
11 REDUCED PRESSURE BACKFLOW DEVICE
NTS



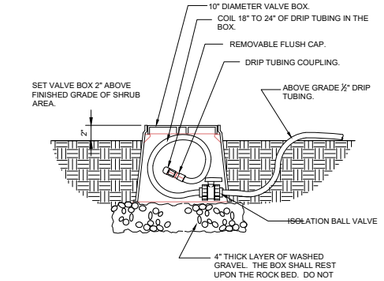
10 MASTER VALVE/FLOW SENSOR ASSEMBLY
NTS



9 ELECTRIC REMOTE CONTROL VALVE
NTS

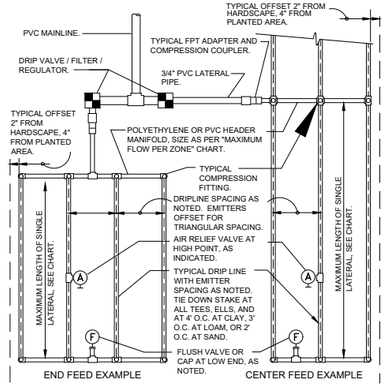


8 DRIP AIR RELIEF VALVE IN BOX
NTS



1. LOCATE FLASH CAP ASSEMBLY AT THE END OF EACH DRIP LINE.
2. ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND OUT OF THE VALVE BOX WHEN FLUSHING.

7 DRIP FLUSH CAP ASSEMBLY W/ BALL VALVE
NTS



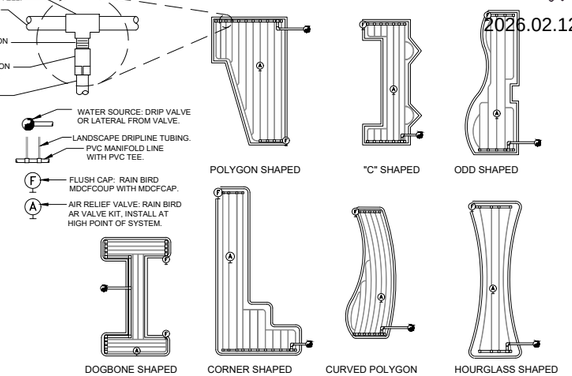
MAXIMUM LATERAL LENGTH (FEET)				
	EMITTER FLOW RATE GPH			
	12" SPACING		18" SPACING	
PSI	0.6	0.9	0.6	0.9
20	192	136	254	215
30	289	205	402	337
40	350	248	498	416
50	397	281	573	477
60	436	309	637	529

GRID PRECIPITATION RATES (IN/HR)			
		EMITTER FLOW RATE	
EMITTER SPACING	LATERAL SPACING	0.6	0.9
12	12	0.96	1.44
18	18	0.69	1.03
24	24	0.28	0.41

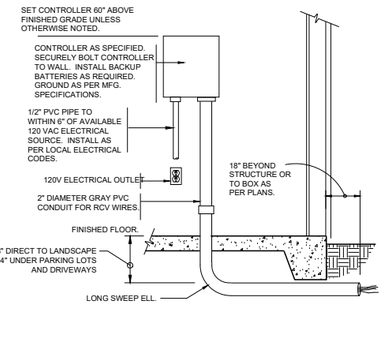
LATERAL FLOW PER 100 FT (GPM)			
EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

MAXIMUM FLOW PER ZONE		
	MAX GPM	PSI LOSS
SCHEDULE 40 PVC HEADER SIZE		
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI
POLY PIPE HEADER SIZE		
1/2"	4.7 GPM	8.8 PSI
3/4"	8.3 GPM	6.3 PSI
1"	13.5 GPM	4.8 PSI
1-1/2"	31.8 GPM	2.9 PSI
2"	52.4 GPM	2.2 PSI

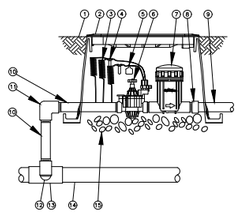
SLOPED CONDITION NOTE:
1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP 2/3 OF SLOPE.
4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM 1/3 OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.



6 TYPICAL RAIN BIRD DRIPLINE REQUIREMENTS
N.T.S.

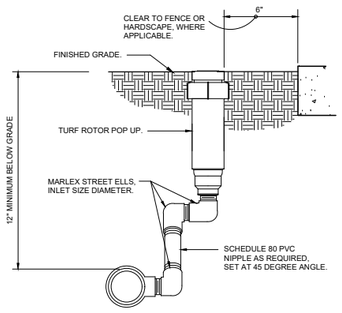


5 INTERIOR WALL MOUNT CONTROLLER
NTS

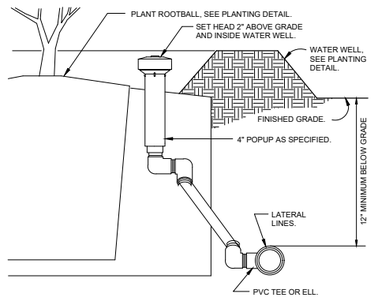


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. ID TAG
6. REMOTE CONTROL VALVE: RAIN BIRD 100-PGA (INCLUDED IN CZK-100-PRB-LC KIT)
7. PRESSURE REGULATING BASKET FILTER: RAIN BIRD PRB-100 (INCLUDED IN CZK-100-PRB-LC KIT)
8. PVC SCH 40 FEMALE ADAPTOR
9. LATERAL PIPE
10. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
11. PVC SCH 40 ELL
12. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. MAINLINE PIPE
15. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

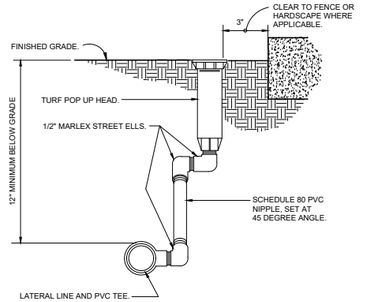
4 CZK-100-PRB-LC 1" LIGHT COMMERCIAL CONTROL ZONE KIT
NTS



3 TURN ROTOR MARLEX ASSEMBLY
NTS



2 POPUP BUBBLER AT PLANT PIT W/ SWING JOINT
NTS



1 TURF SPRAY MARLEX ASSEMBLY
NTS

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE:
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT (REF AL-104 (LOT 5) CONTEMPLATED ONLY WITH ITS ISSUE DATE AND PURPOSE.
AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER DATE WITHOUT THE EXPRESS WRITTEN PERMISSION OF HFA-AE. ANY USE WHICH A RECIPIENT MAKES OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT OR EXTENSION OF THIS PROJECT SHALL BE AT RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY TO HFA-AE. ANY REUSE NOT AUTHORIZED AS SUCH MAY BE CONTRARY TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

ISSUE BLOCK

	TITLE	DATE
A	OTP	
1	PAVE	
2	PAVE	11/11/2025
3	CITY	11/14/2025
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5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	
CHECKED BY:	WDW
DRAWN BY:	JMS

STATE OF ALABAMA
WENDY D. WERT
1002
REGISTERED LANDSCAPE ARCHITECT

PRELIMINARY

IRRIGATION DETAILS

SHEET: IRR1.1

2026.02.12 09:44:00 -06'00'

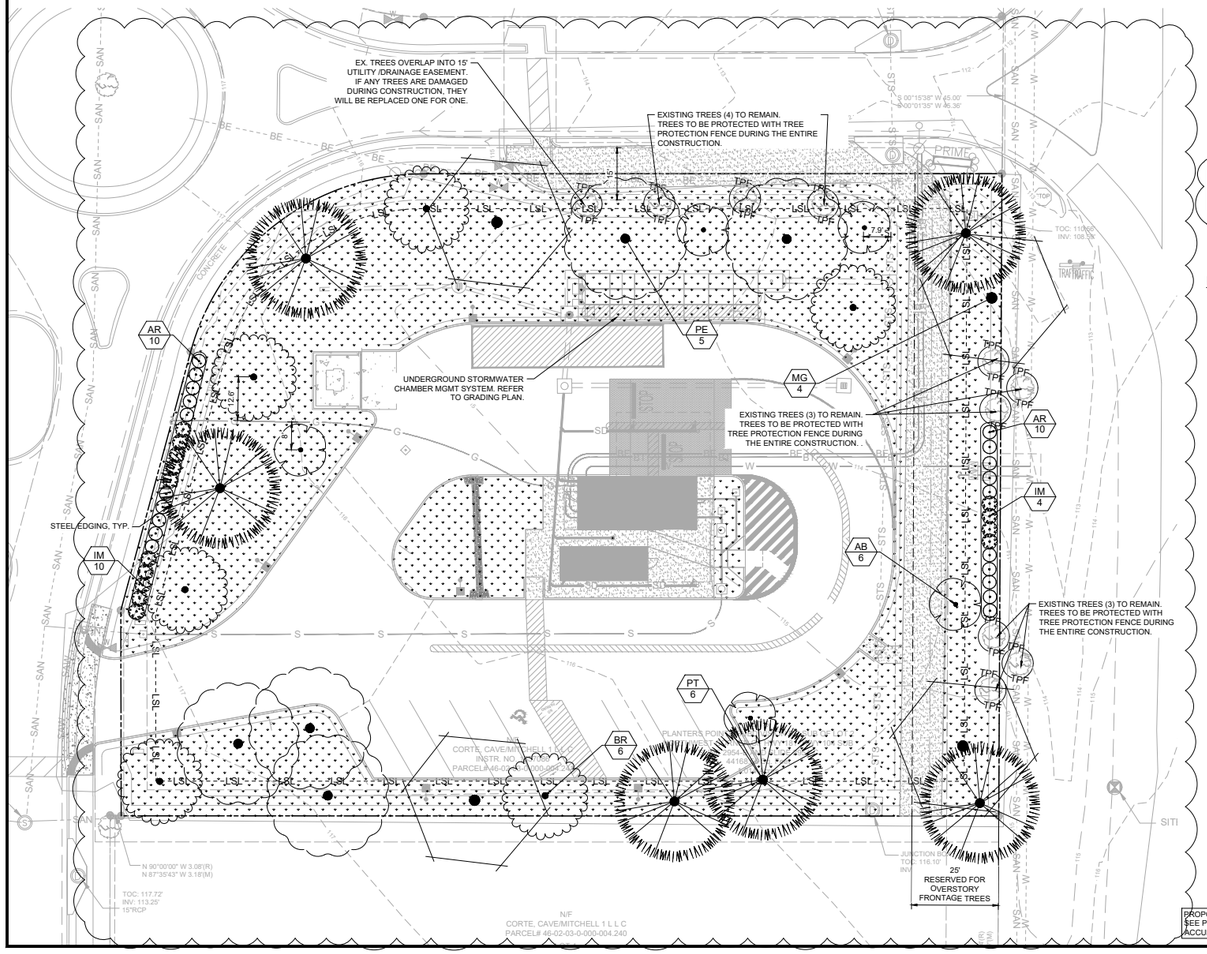
Feb12,2026 10:21am - User: mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWGs\12-25-80012 LAND-IRR.dwg

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
OVERSTORY TREES						
	AB	Acer rubrum 'Bowhall' / Bowhall Red Maple	3" Cal.	B&B	6	Mature Height 45' / Mature Width 15'
	BR	Betula nigra / River Birch	3" Cal.	B&B	6	Mature Height 40' / Mature Width 40'
	MG	Magnolia grandiflora / Southern Magnolia	3" Cal.	B&B	4	Mature Height 60' / Mature Width 50'
	PT	Pinus taeda / Loblolly Pine	3" Cal.	B&B	6	Mature Height 60' / Mature Width 35'
SHADE TREES						
	PE	Pinus elliottii / Slash Pine	3" Cal.		5	Min. 12' H / 5' Spread / 4.5' CT
SHRUBS						
	AR	Azalea indica `Rose Glow` / Rose Glow Indica Azalea	5 gal.		20	Mature Height 5' / Mature Width 5'
	IM	Ilex glabra `Pretty Boy` / Pretty Boy Male Inkberry Holly	5 gal.		14	Mature Height 5' / Mature Spread 5'

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING	QTY	REMARKS
GROUND COVERS							
	CD	Cynodon dactylon / Bermudagrass	sod			21,119 sf	

*ALL PROPOSED TREES COME FROM THE CITY OF FAIRHOPE TREE LIST PER ORDINANCE NO. 1444 AND THE ALABAMA FORESTRY COMMISSION RECOMMENDATIONS:
HTTPS://FORESTRY.ALABAMA.GOV/PAGES/MANAGEMENT/FORMS/FOREST_TREES_ALABAMA.PDF OR THE AL COOPERATIVE EXTENSION OFFICE
HTTPS://WWW.ACES.EDU/WP-CONTENT/UPLOADS/2019/03/ANR-0509_KEYTONATIVECOMMONTREES_042321L-REVISION.PDF



SITE DATA	
JURISDICTION	CITY OF FAIRHOPE
ZONING	B-2 GB
LOT SIZE	1.01 AC
LANDSCAPE	
BUFFER	REQUIRED: *ALL INTERIOR DEVELOPMENT & VEHICULAR USE AREAS (VUA) SHALL BE SEPARATED FROM ROW FRONTAGE VIA 10' LANDSCAPE BUFFER. *SECONDARY PERIMETER - ALL INTERIOR DEVELOPMENT & VUA LOCATED AT INTERSECTIONS SHALL BE SEPARATED BY 6' LANDSCAPE BUFFER. *THESE LANDSCAPE BUFFERS SHALL BE PLANTED WITH A SOLID UNBROKEN VISUAL SCREEN AT LEAST 48" H, EXCEPT 4' ON EACH SIDE OF PERMITTED ACCESS WAYS. *MIN. 60% LANDSCAPING BETWEEN BUILDING WALL AND PUBLIC ROW 1958 SF * .60 = 1175 SF PROVIDED: 10610 SF
PERIMETER	REQUIRED: FRONT SETBACK MUST CONTAIN AT LEAST ONE OVERSTORY (MATURE HEIGHT/WIDTH 40') FOR EVERY 30 LF OF ROAD FRONTAGE. MUST BE PLANTED WITHIN 25' OF PL. (185 LF/ 30 = 6 TREES) PROVIDED: 6 NEW OVERSTORY TREES (EXISTING TREES NOT COUNTED) REQUIRED: MUST CONTAIN ONE OVERSTORY (MATURE HEIGHT/WIDTH 40') FOR EVERY 30' OF REMAINING OUTSIDE LOT PERIMETER. (646 LF/ 30 = 21 TREES) PROVIDED: 21 NEW TREES (EXISTING TREES NOT COUNTED)
SITE	LANDSCAPE AREA REQUIRED: 20% OF THE TOTAL PROPERTY (NOT INCLUDING ROW) SHALL BE LANDSCAPED OR 44153.63 * .20 = 8830 SF FRONT LANDSCAPE AREA - 5291 SF (PER CITY COMMENTS) PROVIDED: 24348 SF OF TOTAL LANDSCAPE AREA IS PROVIDED 10610 SF OF FRONT LANDSCAPE AREA IS PROVIDED REQUIRED: VEHICLES ARE NOT ALLOWED TO HANG MORE THAN 2' INTO LANDSCAPING A MIN. OF (4) DIFFERENT TREE SPECIES ON EACH SITE WITH AT LEAST (1) SPECIES BEING AN OVERSTORY TREE.

SITE LANDSCAPING NOTE:
TEN UNDERSTORY TREES ARE EXISTING AND WERE APPROVED/PROVIDED WITH THE PLANTER'S POINTE MULTIPLE OCCUPANCY PROJECT (MOP) AND THEREFORE WILL NOT BE COUNTED IN THIS SITE'S PROPOSED LANDSCAPE PLAN BUT SHALL BE PROTECTED THROUGHOUT CONSTRUCTION.

PROPOSED LEGEND:

—— TPF —— TREE PROTECTION FENCE, SEE DETAIL

——--LSL--—— LANDSCAPE SETBACK LINE

PROPOSED LIGHT POLE LOCATIONS ARE APPROXIMATE. SEE PHOTOMETRICS PLAN FOR FURTHER DETAIL AND ACCURACY.

N

20 15 10 5 0 10 20 30 40

SCALE: 1 inch = 20 ft.

LANDSCAPE NOTES:

1. LANDSCAPE PLANS ARE FOR THE LOCATION AND IDENTIFICATION OF PLANT MATERIAL ONLY. NO OTHER WORK IS TO BE PERFORMED BASED ON THESE PLANS.

2. QUANTITIES ON THE PLANT SCHEDULE ARE PROVIDED FOR CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE LANDSCAPE PLANS AND THE PLANT SCHEDULE, THE LANDSCAPE PLAN WILL TAKE PRECEDENCE. THE CONTRACTOR SHALL INFORM THE LANDSCAPE ARCHITECT IMMEDIATELY UPON DISCOVERING ANY QUANTITY DISCREPANCIES.

3. THE CONTRACTOR SHALL NOT CHANGE OR SUBSTITUTE PLANT VARIETIES OR SPECIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.

4. CONTRACTOR SHALL TAKE 3 REPRESENTATIVE SOIL SAMPLES OF EACH PROPOSED PLANT BED AND SUBMIT COPIES OF THE RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.

5. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE OF ALL PLANTING HOLES AND PLANT BEDS PRIOR TO INSTALLATION.

6. STUMPS LABELED FOR REMOVAL SHALL BE EXCAVATED, NOT GROUND. REMOVE ANY DEBRIS FROM THE HOLE, FILL WITH TOP SOIL, COMPACT AND RAKE SMOOTH PRIOR TO INSTALLING NEW PLANT MATERIAL.

7. TOPSOIL WILL NOT BE STOCKPILED FOR RE-USE IN LANDSCAPE WORK. CONTRACTOR SHALL IMPORT TOPSOIL AS REQUIRED TO COMPLETE LANDSCAPE WORK.

PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF ROOTS, STUMPS AND LARGE STONES AND FREE OF BRUSH, WEEDS, LITTER, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES. DO NOT OBTAIN FROM BOGS OR MARSHES.
PLANT MATERIAL SHALL BE PLACED AS SHOWN ON THE LANDSCAPE PLANS.

8. PLANTING SOIL MIX FOR TREES, SHRUBS, AND GROUNDCOVERS SHALL CONSIST OF THE FOLLOWING:

80% TOPSOIL
20% PREPARED ADDITIVES (BY VOLUME AS FOLLOWS):

- 3 PARTS - ORGANIC SOIL CONDITIONER (NATURE'S HELPER OR EQUAL)
- 1 PART - STERILIZED COW MANURE (OR EQUAL)
- COMMERCIALLY AVAILABLE STARTER FERTILIZER @ RATES SPECIFIED BY MANUFACTURER
- LIME (AS RECOMMENDED IN SOIL ANALYSIS)

9. QUALITY OF PLANT MATERIAL: ALL PLANTS SHALL CONFORM TO THE CURRENT VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).

PLANT MATERIAL SHALL BE FREE OF DISEASE AND/OR INSECTS, AND SHALL HAVE A HEALTHY ROOT SYSTEM WITH NO CIRCLING OR KINKED ROOTS. CONTAINER PLANTS SHALL NOT BE ROOT BOUND. PLANT MATERIAL SHALL CONFORM TO THE CURRENT STANDARDS OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004).

TREES SHALL HAVE STRAIGHT TRUNKS, DENSE CANOPIES AND STRONG BRANCHING WITH GOOD CROTCH ANGLES. CONTRACTOR SHALL SUBMIT GRADE PHOTOS OF EACH TREE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY.

ALL PLANT MATERIAL SHALL BE SUFFICIENTLY WATERED TO WET THE ENTIRE ROOT BALL WITHIN TWO HOURS OF PLANTING.

10. INSPECTION AND APPROVAL OF PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT UPON DELIVERY TO THE SITE. PRIOR TO PLANTING, THE CONTRACTOR SHALL GIVE LANDSCAPE ARCHITECT AT LEAST LEAST ONE WEEK NOTICE PRIOR TO PLANT DELIVERY.

11. NEW SHRUB AND GROUNDCOVER PLANTING SHALL BE A MINIMUM OF 36" AWAY FROM EXISTING TREES.

12. CONTRACTOR SHALL REMOVE ALL PLANT TAGS AFTER APPROVAL OF PLANT INSTALLATION BY LANDSCAPE ARCHITECT

13. MULCH ALL PLANT BEDS AND TREE RINGS WITH FRESH, CLEAN HARDWOOD MULCH TO A MINIMUM DEPTH OF FOUR (4) INCHES. DO NOT PILE MULCH AROUND THE BASE OF PLANTS OR TREE TRUNKS. ALL MULCH EDGES SHALL BE NEATLY TUCKED. ALL STRING AND/OR BAILING WIRE SHALL BE REMOVED. **DUST SHRUBS AND GROUND COVER AFTER MULCHING TO REMOVE LOOSE HARDWOOD MULCH FROM THE PLANTS.**

14. BED PREPARATION FOR SOD INSTALLATION: REMOVE EXISTING VEGETATION WITHIN THE APPROVED BEDLINE. IF THE EXISTING SOIL IS COMPACTED OR OTHERWISE UNSUITABLE FOR PLANTING, REMOVE THE TOP 4 INCHES OF SOIL. TILL SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES. REMOVE LARGE STONES, STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATERIAL.

SPREAD 2 INCHES OF TOPSOIL OVER THE PREPARED BED AND TILL INTO THE TOP 4 INCHES OF LOOSENED SUBGRADE. SPREAD THE REMAINING 2 INCHES OF TOPSOIL, RAKE SMOOTH AND ROLL COMPACT. BEDS SHALL BE FINISHED WITH A SLIGHT CROWN AT THE CENTER TO ALLOW WATER TO SHEET FLOW TO THE SIDES.

WATER THE BED IMMEDIATELY BEFORE LAYING THE SOD SO THAT THE TOP INCH OF SOIL IS MOIST. ALLOW WATER TO PERCOLATE SO THERE IS NO STANDING WATER. LIMIT PREPARATION TO AREAS THAT WILL BE SODDED THAT SAME DAY.

15. MAINTENANCE: CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL FROM THE TIME IT IS INSTALLED UNTIL FINAL ACCEPTANCE OR WHEN THE OWNER TAKES OVER MAINTENANCE, WHICHEVER OCCURS FIRST. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO MOWING, EDGING, WEEDING, WATERING, PRUNING, FERTILIZING, ETC.

16. WARRANTY: CONTRACTOR SHALL PROVIDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL AND LABOR. WARRANTY PERIOD SHALL BEGIN UPON FINAL COMPLETION OR WHEN THE OWNER TAKES OVER MAINTENANCE, WHICHEVER OCCURS FIRST.

THE CONTRACTOR SHALL MAKE PERIODIC INSPECTIONS OF THE PROJECT DURING THE WARRANTY PERIOD TO ENSURE THAT THE ESTABLISHMENT RATE OF GROWTH IS ADEQUATE. ANY METHODS OR PRODUCTS DEEMED NOT NORMAL OR DETRIMENTAL TO GOOD PLANT GROWTH SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IN WRITING. FAILURE TO INSPECT AND REPORT WILL BE INTERPRETED AS APPROVAL, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL REPLACEMENTS.

CITY OF FAIRHOPE LANDSCAPE NOTES:

1. TREES MUST BE OBTAINED FROM A REPUTABLE SOURCE. TREES HAVE BEEN DUG IN THE WILD WILL NOT BE ACCEPTED.
2. MAINTENANCE OF NEW PLANTINGS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. THERE WILL BE (2) REQUIRED CONFORMANCE REVIEWS TO CONFIRM THE ESTABLISHMENT OF THE LANDSCAPE. THE FIRST WILL BE IN (6) MONTHS AND THE SECOND IN (12) MONTHS. ANY FAILURES OF THE LANDSCAPE MUST BE REPLACED BY A SPECIFIED DATE DETERMINED BY THE CITY HORTICULTURIST.
3. ANY VEGETATION PLANTED OR RETAINED TO FULFILL THIS ORDINANCE, WHICH DIES, BECOMES DAMAGED OR DISEASED, MUST BE REPLACED BY THE PROPERTY OWNER. THE PROPERTY OWNER MUST NOTIFY THE CITY HORTICULTURIST WHEN THE REPLACEMENT HAS BEEN SCHEDULED AND PLANTED. FAILURE TO REPLACE TREES THAT DIE WILL RESULT IN THE PENALTIES.

SURVEY PROVIDED BY:

US SURVEYOR
4929 RIVERWINDE POINTE DRIVE
EVANSVILLE, IN 47715
1-800-TO SURVEY

DATED: 06-09-2025

HFA
HFA-AE , LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
www.hfa-ae.com

STIPULATION FOR REUSE:
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT AREP AL-104 (LOT 5) 7 BREW COFFEE FAIRHOPE, AL CONTEMPLATED WORK ONLY WITH ITS ISSUE DATE AND NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER DATE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT. ANY REUSE OR ASSUMPTION BY OTHERS OF THE PROPERTY RIGHTS, COPYRIGHTS AND OTHER RIGHTS OF THE ARCHITECT IN THESE DRAWINGS FOR REUSE ON ANOTHER PROJECT OR EXTENSION OF THIS PROJECT SHALL BE CONSIDERED AND MAY BE CONTRARY TO THE LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9867 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

ISSUE BLOCK		
	OTP	
1	PAVE	
2	PAVE	11/11/2025
3	CITY	11/14/2025
4	CITY	01/07/2026
5	CITY	01/19/2026
6	CITY	02/11/2026

DOCUMENT DATE:	
CHECKED BY:	WDW
DRAWN BY:	JMS

STATE OF ALABAMA
WENDY D. WERT
1002
REGISTERED LANDSCAPE ARCHITECT

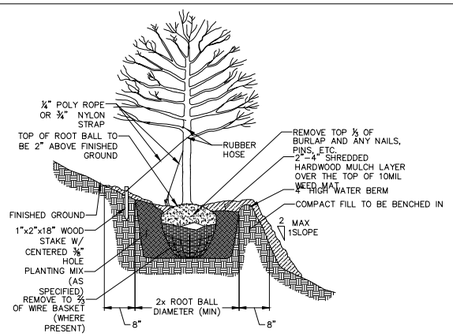
PRELIMINARY

LANDSCAPE PLAN

SHEET:
L1.0

Feb/12/2026-10:21am - \User mike butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Civil\DWG\s\ 12-25-80012 LAND-IRR.dwg

2026.02.12 09:43:30-06'00'

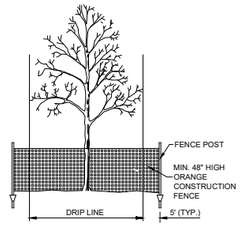


NOTES:
1. ¾" NYLON STRAP MAY BE USED IN PLACE OF RUBBER HOSE (GUYING OF TREES NOT REQUIRED UNLESS SPECIFIED).
2. REMOVE WIRE OR NYLON TWINE FROM BALL.
3. INSTALL TOP OF BALL 2" ABOVE FINISHED GRADE (ADJACENT UPHILL GRADE).
4. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION OF PLANTING.
5. LENGTH OF RUBBER HOSE TO BE ⅔ THE CIRCUMFERENCE OF TREE CALIPER.
6. PLACE 2 WOOD STAKES PARALLEL TO STREET OR PARKING LOT.
7. 4" SAUCER WILL BE OUTSIDE OF BACKFILL.
8. SET TREE IN VERTICAL PRIOR TO STAKING.
9. SEE LANDSCAPE SPECIFICATIONS FOR ANY OTHER PLANTING REQUIREMENTS.
10. THIS DETAIL APPLIES TO BOTH SINGLE AND MULTI-STEM TREES.

TREE PLANTING ON SLOPE

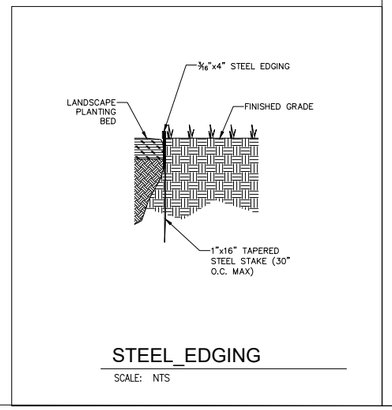
SCALE: NTS

NOTES:
1. All trees shown on this plan to be retained shall be protected during all phases of demolition/construction with temporary fencing. It shall be the general contractors responsibility to coordinate with landscape contractor.
2. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading). Clearing shall be done by hand.
3. Fences shall completely surround tree or clusters of trees; shall be located 5' from the outermost limits of the tree branches (drip line); and shall be maintained throughout the construction by contractor. Project in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic or storage of equipment or materials.
   B. Root zone disturbances due to grade changes (greater than 6 inches cut or fill) or trenching.
   C. Wounds to exposed roots, trunk or limbs by mechanical equipment.
   D. Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.
4. Exceptions to installing fences 5' from tree drip lines may be permitted in the following cases:
   A. Where permeable paving is to be installed: erect the fence at the outer limits of the permeable paving area.
   B. Where trees are close to the proposed building: erect the fence no closer than 6 feet to the building.
5. Where any of the above exceptions result in a fence being closer than 4 feet to a tree trunk, protect the trunk with strapped-on planking to a height of 8 feet (or to the limits of lower branches) in addition to the reduced fencing provided.
6. Where any of the above exceptions result in areas of unprotected root zones (under drip lines), those areas should be covered with 4 inches of organic mulch to minimize soil compaction.
7. All grading within protected root zone areas shall be done by hand or with small equipment to minimize root damage. Prior to grading, relocate protective fencing to 2 feet behind the grade change area. No root over 1 inch diameter will be cut.
8. Any roots exposed by construction activity shall be pruned with a clean cut flush with the soil. Backfill root areas with good quality top soil immediately. If exposed root areas are not backfilled within 2 days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.
9. Prior to excavation or grade cutting within tree drip lines, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize damage to remaining roots.
10. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot, dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
11. No conduit or utilities can be installed within tree protection areas. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.
12. No landscape topsoil dressing greater than 4 inches shall be permitted within the drip line of trees. No soil is permitted on the root flare of any tree. Grading limited to 3 inch cut.
13. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.
14. All pruning must be done according to recognized, approved standards of the industry (reference the national arborist association pruning standards for shade trees) by a certified arborist and shall be approved and supervised by owners representative or project urban forester.
15. Damage to trees or any natural resource due to contractor's negligence during the construction phase shall be appraised by the owners representative and ordered repaired, replaced, or compensated.



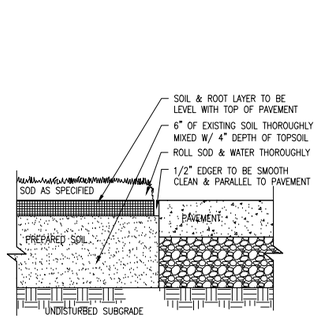
TREE_PROTECTION_FENCE

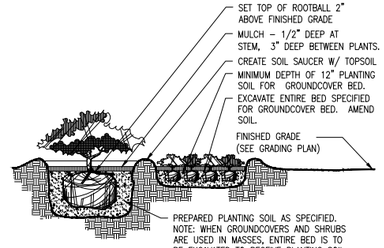
SCALE: NTS



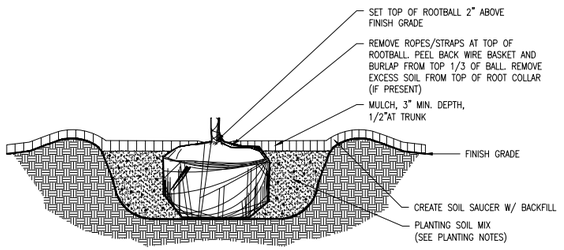
STEEL_EDGING

SCALE: NTS





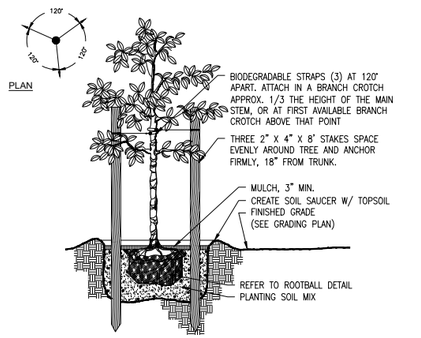
SCALE: NTS



NOTE: ALL PLANT MATERIAL SHALL BE SUFFICIENTLY WATERED TO WET THE ENTIRE ROOT BALL 2 TO 4 HOURS PRIOR TO PLANTING.

ROOTBALL DETAIL

SCALE: NTS



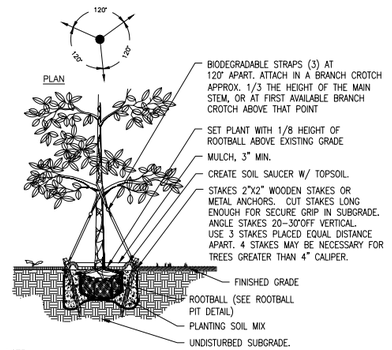
NOTE:
STRAPS, WIDE, SOFT, BIODEGRADABLE MATERIAL MANUFACTURED FOR THE PURPOSE OF TREE ANCHORING. DO NOT USE HOSE AND WIRE.

SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

TREES ARE ONLY TO BE STAKED/GUYED AS NECESSARY, AND ALL STRAPS ARE TO BE REMOVED AFTER ONE YEAR OF INSTALLATION.

SMALL TREE STAKING

SCALE: NTS



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HFA
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1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
t 479.273.7780
f 888.520.9685
www.hfa-ae.com

SEAL/PLATE/SIGNATURE
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT 9807 AL-104 (LOT 5) FAIRHOPE, ALABAMA 36532
CONTEMPLATED AND ACCEPTED BY WRITTEN ISSUE AND ADDENDA.
AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME ON THIS SITE WITHOUT SPECIFIC REFERENCE OR EXAMPLE ON ANOTHER PROJECT. ANY REUSE WITHOUT THE PROPER'S LICENSED ARCHITECTS AND ENGINEERS WRITTEN VERIFICATION OF THE DRAWING FOR REUSE ON ANOTHER PROJECT SHALL BE AT USERS SOLE RISK AND CONSTITUTE A VIOLATION OF LAW.

7 BREW COFFEE
BREW HORIZONS, LLC.
9807 AL-104 (LOT 5)
FAIRHOPE, AL 36532

PROJ NUMBER: 12-25-80012

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DOCUMENT DATE:	
CHECKED BY:	WDW
DRAWN BY:	JMS

STATE OF ALABAMA
WENDY D. WERT
1002
REGISTERED LANDSCAPE ARCHITECT

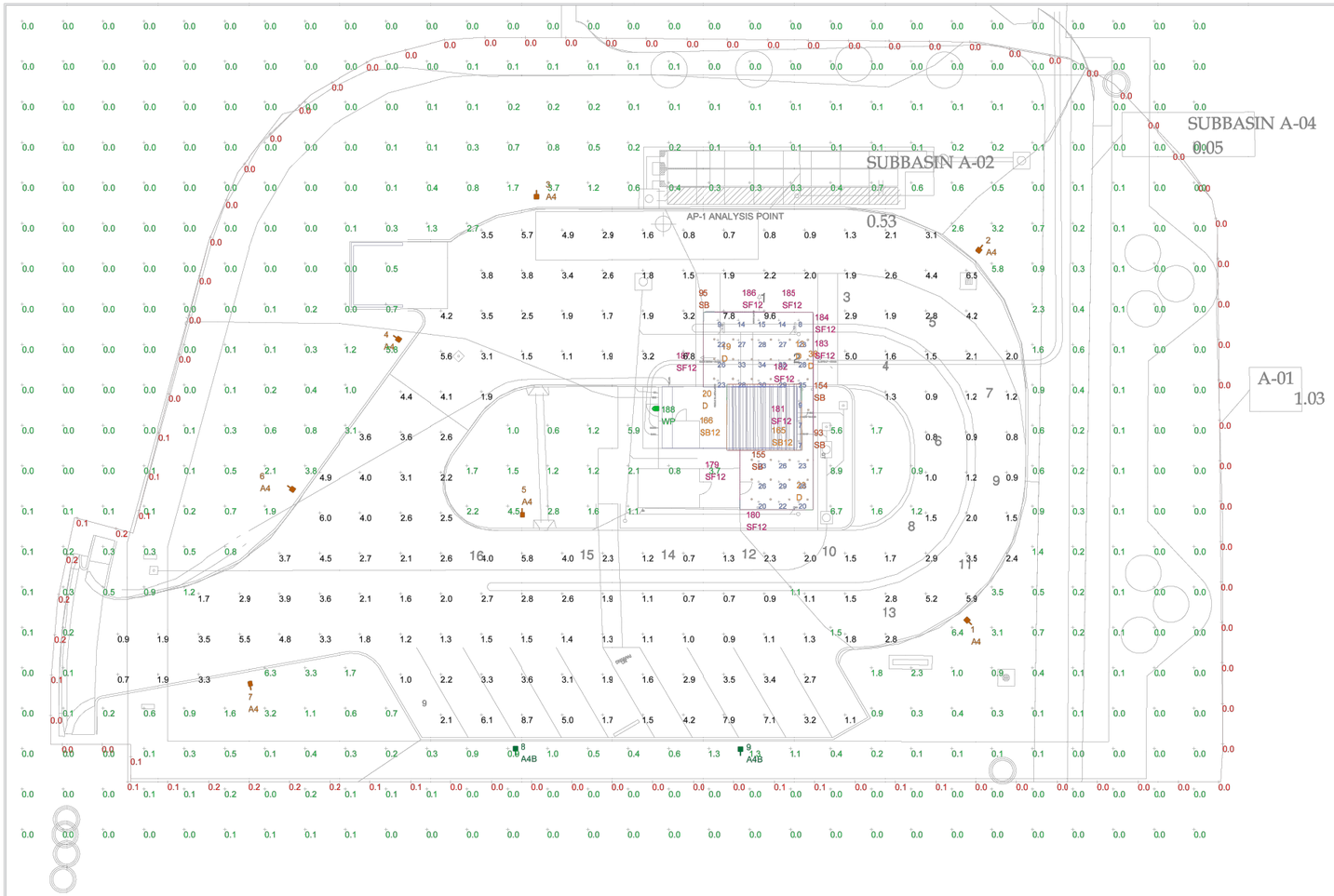
PRELIMINARY

LANDSCAPE DETAILS

SHEET: L1.1

2026.02.12 09:44:47 -06'00'

Feb 12,2026- 10:21am - User mike.butler
I:\12\12-25-80012 BH - 7Brew - Fairhope, AL\04-Design\Cad\DWGs\ 12-25-80012 LAND-IRR.dwg



NOTES:
- POLE MOUNTED FIXTURES ARE MOUNTED ON A 7FT POLE ATOP A 3FT CONCRETE BASE.

FOOTCANDLES LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES UNLESS OTHERWISE NOTED

LUMINAIRE LOCATION SUMMARY		
LUM NO.	LABEL	MTG. HT.
1-7	A4	10
8-9	A4B	10
10-40	D	8.5
41-162	SB	15 -18
163	SB04	18.2
164	SB04	14.23
165	SB12	18.2
166	SB12	14.23
167-173	SF	9.5
174-176	SF02	9.5
177-178	SF04	9.5
179-187	SF12	9.5
188	WP	8.5

CALCULATION SUMMARY					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
PROPERTY LINE	0.03	0.2	0.0	N.A.	N.A.
UNDERCANOPY	22.31	34	7	3.19	4.86
PAVED SURFACE	2.72	9.6	0.7	3.89	13.71
UNDEFINED	0.40	8.9	0.0	N.A.	N.A.

LUMINAIRE SCHEDULE											
SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	DIM SETTINGS	BUG Rating	ARR. WATTS	TOTAL WATTS	MANUFACTURER	CATALOG LOGIC
	7	A4	Single	6394	1.030	1.000	B1-U0-G3	45.14	315.98	Lithonia Lighting	DSX0 LED P2 50K 70CRI T4M MVOLT SPA DDBXD
	2	A4B	SINGLE	4582	1.030	1.000	B0-U0-G2	45.14	90.28	Lithonia Lighting	DSX0 LED P2 50K 70CRI BLC3 MVOLT SPA DDBXD
	31	D	Single	986	1.000	1.000	N.A.	13.1	406.1	Juno Lighting	WF6 SWW5 90CRI MW
	122	SB	Single	133	1.000	1.000	N.A.	3.65	445.3	PLED	M-SV024-BL
	2	SB04	SF 4FT	133	1.000	1.000	N.A.	51.1	102.2	PLED	M-SV024-BL
	2	SB12	SF 12FT	133	1.000	1.000	N.A.	160.6	321.2	PLED	M-SV024-BL
	7	SF	Single	205	1.000	1.000	N.A.	3.79	26.53	P-LED	M-SX024-BL
	3	SF02	SF 2FT	205	1.000	1.000	N.A.	30.32	90.96	P-LED	M-SX024-BL
	2	SF04	SF 4FT	205	1.000	1.000	N.A.	53.06	106.12	P-LED	M-SX024-BL
	9	SF12	SF 12FT	205	1.000	1.000	N.A.	166.76	1500.84	P-LED	M-SX024-BL
	1	WP	Single	2913	1.030	1.000	B1-U0-G1	24.42	24.42	Lithonia Lighting	WPX1 LED 40K MVOLT EXXX DBLXD

REDLEONARD ASSOCIATES
1340 Kemper Meadow Dr. Forest Park, OH 45240
513-574-9500 | redleonard.com

REV.	BY	DATE	DESCRIPTION
R1	JRB	11/14/25	REDUCED HEIGHT OF POLES TOP 10 FT
R2	JRB	01/05/26	REVISED CAD BACKGROUND
R3	JRB	01/21/26	REDESIGNED TO MEET SPILL WITH DSX0 AND UPDATED POLE NOTATION

DISCLAIMER
ANY SITE PLAN(S), FLOOR PLAN(S), RENDERING(S), LIGHTING LAYOUT(S) AND PHOTOMETRIC PLAN(S) INCLUDING BUT NOT LIMITED TO ANY PROJECT(S) CREATED/PRODUCED BY RED LEONARD ASSOCIATES INC., ARE ONLY INTENDED FOR ILLUSTRATION AND QUOTING PURPOSES ONLY. RED LEONARD ASSOCIATES HAS THE RIGHT TO USE THIRD PARTY LASERS, SCANNERS, AND CAMERAS BUT ACTUAL PROJECT CONDITIONS, DIMENSIONS, AND ACCURACY OF MEASUREMENTS MAY DIFFER FROM THESE OR ANY PARAMETERS. RED LEONARD ASSOCIATES INC. ASSUMES NO LIABILITY FOR WHAT IS CREATED/PRODUCED IN THESE RECREATIONS. THIS INCLUDES BUT IS NOT LIMITED TO THE USE OF, INSTALLATION OF AND/OR INTEGRITY OF EXISTING BUILDING(S), SURROUNDING AREA FOR PRODUCT(S) SUCH AS EXISTING POLE(S), ANCHOR BOLT(S), BASE(S), ARCHITECTURAL AND SIGNAGE STRUCTURE(S), LANDSCAPING PLAN(S), LIGHTING PLAN(S), FIXTURE SELECTION(S) AND PLACEMENT, MATERIAL(S), COLOR ACCURACY, TEXTURE(S), AND ANYTHING ATTRIBUTED TO PHOTO REALISM THAT IS CREATED. FURTHERMORE, RED LEONARD ASSOCIATES INC., DOES NOT ASSUME LIABILITY WHATSOEVER FOR ANY PURCHASES MADE BY CLIENT BEFORE, DURING, OR AT THE CONCLUSION OF THE PUBLISHED WORK. THE CUSTOMER, ITS RELATIVE AFFILIATES, AS WELL AS ANY OTHER PERSON(S) IN VIEWING OF THIS PRODUCT IS RESPONSIBLE FOR VERIFYING COMPLIANCE WITH ANY BUT NOT LIMITED TO ALL CODES, PERMITS, RESTRICTIONS, INSTRUCTIONS, PURCHASES, AND INSTALLATIONS OF OBJECTS VIEWED WITHIN THIS DOCUMENT(S) OR PROJECT(S). SYMBOLS ARE NOT DRAWN TO SCALE. SIZE IS FOR CLARITY PURPOSES ONLY. SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MEASUREMENTS MAY VARY. DRAWINGS ARE NOT INTENDED FOR ENGINEERING OR CONSTRUCTION USE. THIS DOCUMENT, ANY RED LEONARD DRAWING(S), OR PROJECT(S) IS NOT TO BE USED AND/OR INTENDED FOR ENGINEERING OR CONSTRUCTION PURPOSES, BUT FOR ILLUSTRATIVE PURPOSES ONLY. ANY LOCATIONS OF EMERGENCY LIGHTING SHOWN WERE PROVIDED BY OTHERS. RED LEONARD ASSOCIATES IS NOT RESPONSIBLE FOR INSUFFICIENT LIGHTING DURING AN EMERGENCY EVENT. ANY USE OF THIS DOCUMENTATION AND/OR OTHER ARTICLES PRODUCED BY RED LEONARD WITHOUT WRITTEN AUTHORIZATION FROM JAYME J. LEONARD IS STRICTLY PROHIBITED.

SCALE: 1" = 16'
LAYOUT BY: JRB
DWG SIZE: D
DATE: 09/22/25

PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R3

SEVEN BREW DRIVE THRU COFFEE

ALTA/NSPS LAND TITLE SURVEY

NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. NCS-1226491AL1-ORL DATED JUNE 30, 2025

(11) 11. Oil, Gas and Mineral Lease from A.I. Corte, Jr., also known as Attilio I. Corte, Jr. and Barbara Yarbrough Corte to Amerada Hess Corporation, filed for record December 8, 1976 in Deed Book 510, Page 269.
BLANKET IN NATURE, NO ITEMS TO PLOT

(12) 12. Right-of-Way from Barbara Y. Corte to The Utilities Board of the City of Foley, dated June 24, 1998, filed for record in Real Property Book 845, Page 623.
IS NOT ON OR DOES NOT TOUCH

(13) 13. Release of Damages set forth in Deed to the State of Alabama dated January 24, 2014, recorded as Instrument Number 1438234.
BLANKET IN NATURE, NO ITEMS TO PLOT

(14) 14. Non-Exclusive Easement for Ingress, Egress and Utilities from Barbara Y. Corte to The Sanctuary, LLC, dated April 27, 2005, recorded as Instrument Number 887981.
IS NOT ON OR DOES NOT TOUCH

(16) 16. Building setback lines, drainage and utility easements, terms, conditions and restrictions as set out on recorded plat of said subdivision on Slide 2954-B, Slide 2954-C and corrected in Doc # 2189244.
SHOWN HEREON; MULTIPLE DRAINAGE AND UTILITY EASEMENTS ALONG WITH 15' SIDEWALK EASEMENT SHOWN APPROXIMATE HEREON

(18) 18. Drainage Easement granted to State of Alabama Department of Transportation recorded as Instrument Number 1883828.
SHOWN HEREON

(19) 19. Term, Conditions, and Restrictions on use of subject property as set forth in Memorandum of Lease between Corte, Cave/Mitchell 1, LLC, as Landlord and Publix Alabama, LLC, as Tenant recorded as Instrument Number 1888619.
NO ITEMS TO PLOT

(21) 21. Declaration of Covenants, Conditions, Restrictions and grant of Easement recorded as Instrument Number 1885620.
As amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Grant of Easements, recorded on February 20, 2024 as Instrument Number 20108011.
Further amended by Second Amendment to Declaration of Covenants, Conditions, Restrictions and Grant of Easements, recorded on April 4, 2025 as Instrument Number 2180246.
SHOWN HEREON- 10' UTILITY EASEMENT ALONG REAR SIDE OF SUBJECT PROPERTY

(22) 22. Permanent Ingress Egress Access Easement granted to Lots 2, 3,4, 5, 6, 7, 8 and 9 as shown on Planters Pointe Subdivision Slide 2954-B as contained in Doc # 2137580.
SHOWN HEREON

STANDARD LEGEND

5/8" REBAR W/ CAP THOMPSON ENGINEERING PMC	POWERPOLE	SAN. SEWER LINE
MONUMENT SET	GUY WIRE	SEWER MANHOLE
MAG NAIL FOUND	LIGHT POLE	GREASE TRAP
MAG NAIL SET	STREET LIGHT POLE	CLEAN OUT
X MARK AS NOTED	ELEC. TRANSFORMER	STORM DRAIN LINE
R.R. SPIKE FOUND	BURIED ELECTRIC	STORM DRAIN MANHOLE
R.R. SPIKE SET	O/HE OVERHEAD ELECTRIC	STORM INLET
BENCHMARK	ELECTRIC MANHOLE	CATCH BASIN
CONC. R/W MARKER	ELECTRIC METER	CURB INLET
(R) RECORD DATA	ELECTRIC BOX	TELEPHONE BOX
(M) MEASURED DATA	ELECTRICAL VAULT	TELEPHONE PEDESTAL
(C) CALCULATED DATA	ELECTRICAL PEDESTAL	TELEPHONE VAULT
R/W RIGHT OF WAY	WATER LINE	TELEPHONE MANHOLE
BSL BACK SET LINE	WATER MANHOLE	TELEPHONE POLE
RCP REINFORCED CONC PIPE	WATER VALVE	TELEPHONE LINE
CMP CORRUGATED METAL PIPE	WATER METER	O/HT OVERHEAD TELEPHONE
PVC PLASTIC PIPE	HYDRANT	UNDERGROUND TELEPHONE MARKER
MTL METAL	BACK FLOW PREVENTOR	CABLE TELEVISION
AGL ABOVE GROUND LEVEL	FIRE DEPARTMENT CONNECTION	FIBER OPTIC CABLE
S.F. SQUARE FOOT	WATER VAULT	O/HC OVERHEAD CABLE
L/S LANDSCAPING	GAS VALVE	CABLE BOX
FUEL TANK LID	GAS METER	CABLE PEDESTAL
FLAG POLE	UNDERGROUND GAS MARKER	UNDERGROUND CABLE MARKER
UNKNOWN MANHOLE	GAS MANHOLE	TELECOMMUNICATIONS MANHOLE
UNKNOWN VAULT	GAS LINE	TELECOMMUNICATIONS PEDESTAL
UNKNOWN WATER VAULT METAL	TRAFFIC POLE	TELECOMMUNICATIONS VAULT
MAIL BOX	TRAFFIC MANHOLE	FIBER OPTIC VAULT
BOLLARD	TRAFFIC SIGNAL BOX	FENCE
BORE HOLE	TRAFFIC VAULT	
MW MONITORING WELL	STOP SIGN	
DECIDUOUS TREE	SIGN	

THE ABOVE SYMBOLS MAKE NO STATEMENT AS TO OWNERSHIP UNLESS NOTED OTHERWISE

IMPROVEMENT NOTES

THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

A1 NONE

LEGAL DESCRIPTION

Lot 5 of Planters Pointe Subdivision Re-sub of Lot 2 NW corner Hwy 181– Hwy 104 Sub as recorded on Slide 2954-B and Slide 2954-C, and corrected in Doc # 2180244, Baldwin County, Alabama.

TOGETHER WITH AND SUBJECT TO a non-exclusive easement, for ingress, egress, and utilities, over and across Lot 1 of the Northwest Corner of Hwy 181-Hwy 104 Subdivision, as recorded on Slide 2725-E and ratification of plat recorded as Instrument Number 1857087 in the Office of the Judge of Probate, Baldwin County, Alabama, which is hereby reserved unto the grantor, its successors and/or assigns for the benefit of its adjoining property and any future development thereof. Said easement being more particularly described as follows:

Commencing at the Southwest corner of said Lot 2, NW Corner Hwy 181 – Hwy 104 Subdivision; thence run N-00°04'20"-W, 863.28 feet to the a point; thence run S-89°39'53"-E, 574.80 feet to the Point of Beginning; thence run Northeasterly along a curve to the left having a radius of 50.00 feet, a chord of which bears N-45°10'03"-E, 70.92 feet, an arc distance of 78.83 feet to a point; thence run N-00°00'00"-E, 154.18 feet to a point; thence run Northwesterly along a curve to the left having a radius of 87.00 feet, a chord of which bears N-03°26'37"-W, 10.45 feet, an arc distance of 10.46 feet to a point; thence run N-06°53'06"-W, 118.06 feet to a point; thence run Northeasterly along a curve to the left having a radius of 150.00 feet, a chord of which bears N-44°54'29"-E, 235.73 feet, an arc distance of 271.19 feet to a point; thence run Southeasterly along a curve to the left having a radius 175.00 feet, a chord of which bears S-86°38'58"-E, 20.45 feet, an arc distance of 20.47 feet to a point; thence run N-90°00'00"-E, 85.53 feet to a point on the West right-of-way of State Route 181; thence run S-33°25'46"-E along said West right-of-way of State Route 181, 54.46 feet to a point; thence run S-00°15'38"-W along said West right-of-way of State route 181, 36.55 feet to a point; thence run N-90°00'00"-W leaving said West right-of-way of State Route 181, 89.75 feet to a point; thence run Southwesterly along a curve to the left having a radius of 88.00 feet, a chord of which bears S-63°58'56"-W, 77.20 feet, an arc distance of 79.92 feet to a point; thence run Southwesterly along a curve to the right having a radius of 313.00 feet, a chord of which bears S-41°19'36"-W, 36.71 feet, an arc distance of 36.73 feet to a point; thence run Southwesterly along a curve to the left having a radius 187.00 feet, a chord of which bears S-22°20'40"-W, 142.19 feet, an arc distance of 145.85 feet to a point; thence run S-00°00'00"-E 223.23 feet to a point; thence run N-89°39'53"-W, 100.29 feet to the Point of Beginning, containing 1.17 acres, more or less.

TOGETHER WITH a permanent ingress/egress access easement appurtenant described as:

Beginning at the Northeast corner of Lot 1, as recorded on Slide 2954-B in the Office of the Judge of Probate, Baldwin County, Alabama and also said point being the Point of Beginning; thence run N-90°00'00"-W 35.00' to a point; thence run S-00°00'00"-E for a distance of 370.80'; thence run S-28°06'08"-W for a distance of 54.29' to the beginning of a curve to the left, said curve having a radius of 51.31', chord bearing of S-01°26'16"-W and chord length of 64.42', thence run along said curve 69.64' to the beginning of curve to the right, said curve having a radius of 137.02', a chord bearing of S-31°55'31"-E and chord length of 45.65', thence run along said curve 45.86' to the beginning of a curve to the right, said curve having a radius of 27.40', a chord bearing S-03°01'40"-E and chord length of 16.10'; thence run along said curve 16.34'; thence run S-15°07'31"-W for a distance of 54.82' to the beginning of a curve to the left, said curve having a radius of 174.50', a chord bearing of S-12°53'08"-W and chord length of 13.64'; thence run along said curve 13.64' to the beginning of a curve to the right, said curve having a radius of 14.50', a chord bearing S-50°19'22"-W and chord length of 18.52'; thence run along said curve 20.08'; thence run N-90°00'00"-W for a distance of 327.09'; thence run S-00°00'00"-E for a distance of 219.85'; thence run S-45°10'03"-W for a distance of 35.46' to a point on the North right of way line of Alabama Hwy 104; thence run S-89°39'55"-E along said right of way line for a distance of 110.00'; thence leaving said right of way run N-44°49'57"-W for a distance of 42.34'; thence run N-00°00'00"-E for a distance of 165.96'; thence run N-45°00'00"-E for a distance of 20.51'; thence run N-90°00'00"-E for a distance of 244.33'; thence run S-45°00'00"-E for a distance of 20.51'; thence run S-00°00'00"-E for a distance of 168.94'; thence run S-45°10'03"-W for a distance of 40.16' to a point on the North right of way line of Alabama Hwy 104; thence run S-89°39'55"-E along said right of way for a distance of 100.00'; thence leaving said right of way line run N-44°49'57"-W for a distance of 35.25'; thence run N-00°11'11"-E for a distance of 178.92'; thence run N-90°00'00"-E for a distance of 2.50'; thence run N-00°00'00"-E for a distance of 59.09'; thence run N-15°07'31"-E for a distance of 77.22' to the beginning of a curve to the right, said curve having a radius of 90.82', a chord bearing N-52°33'46"-E and chord length of 84.50'; thence run along said curve 90.82'; thence run N-90°00'00"-E for a distance of 166.44' to a point on the west right of way line of Alabama Highway 181; thence run N-00°15'38"-E along said right of way line for a distance of 45.00'; thence leaving said right of way run N-90°00'00"-W for a distance of 166.58' to the beginning of a curve to the right, said curve having a radius of 69.50', a chord bearing N-45°00'00"-W and a chord length of 98.29', thence run along said curve 109.17'; thence run N-00°00'00"-W for a distance of 359.87' to the Point of Beginning. Said easement contains 1.70 acres, more or less.

SITE DATA

ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AT THE PUBLIC COUNTER OF THE LOCAL ZONING AUTHORITY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

1. ZONING: B-2 (GENERAL BUSINESS)

   SETBACKS–
   –FRONT= 20'; WHERE ABUTS RESIDENTIAL, BE IN LINE WITH ADJACENT STRUCTURES
   –CORNER SIDE= NONE
   –SIDE= 0'; 10' WHEN ABUTTING RESIDENTIAL
   –REAR= 0'; 20' WHEN ABUTTING RESIDENTIAL

   HEIGHT RESTRICTIONS– 30'

   PARKING PROVIDED–
   –REGULAR= 0 SPACES
   –HANDICAP= 0 SPACES
   TOTAL SPACES PROVIDED= 0 MARKED SPACES

2. VERTICAL DATUM– NAVD88, OPUS SOLUTION

3. SITE BENCHMARKS–

   #1– MAG NAIL, ELEV. 117.31'
   #2– MAG NAIL, ELEV. 115.76'

4. NOTES REGARDING TABLE A ITEMS 16 & 17–

   NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS.

   NO OBSERVABLE CHANGES IN STREET RIGHT-OF-WAY LINES, RECENT STREET OR SIDEWALK REPAIRS.

5. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM A REPORT FURNISHED BY BLOODHOUND UTILITY LOCATORS.

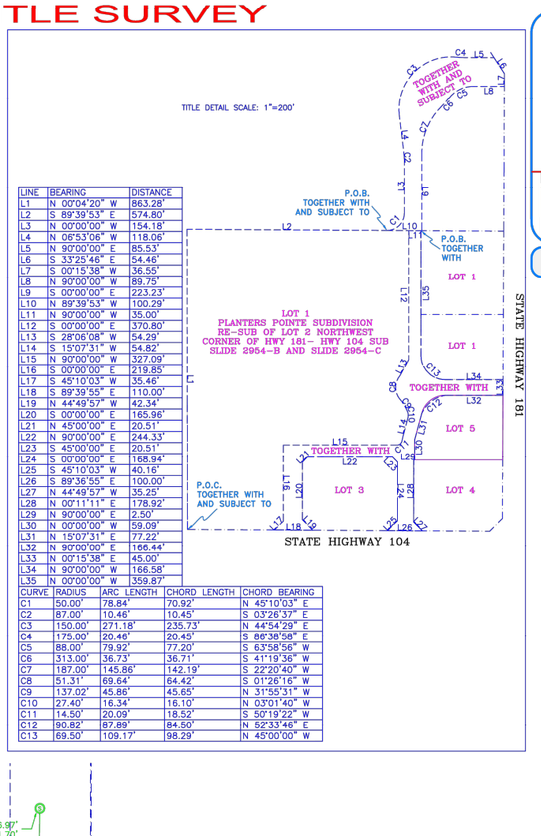
SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS.

ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS

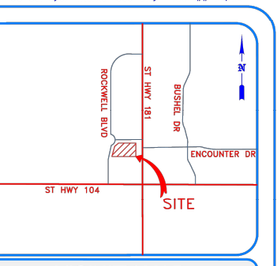
A2 NONE

TITLE DETAIL SCALE: 1"=200'



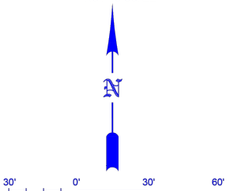
LINE	BEARING	DISTANCE
L1	N 00°04'20" W	863.28'
L2	S 89°39'53" E	574.80'
L3	N 00°00'00" W	154.18'
L4	N 06°53'06" W	118.06'
L5	N 90°00'00" E	85.53'
L6	S 33°25'46" E	54.46'
L7	S 00°15'38" W	36.55'
L8	N 90°00'00" W	89.75'
L9	S 00°00'00" E	223.23'
L10	N 89°39'53" W	100.29'
L11	N 90°00'00" W	35.00'
L12	S 00°00'00" E	370.80'
L13	S 28°06'08" W	54.29'
L14	S 15°07'31" W	54.82'
L15	N 90°00'00" W	327.09'
L16	S 00°00'00" E	219.85'
L17	S 45°10'03" W	35.46'
L18	S 89°39'55" E	110.00'
L19	N 44°49'57" W	42.34'
L20	S 00°00'00" E	165.96'
L21	N 45°00'00" E	20.51'
L22	N 90°00'00" E	244.33'
L23	S 45°00'00" E	20.51'
L24	S 00°00'00" E	168.94'
L25	S 45°10'03" W	40.16'
L26	S 89°36'55" E	100.00'
L27	N 44°49'57" W	35.25'
L28	N 00°11'11" E	178.92'
L29	N 90°00'00" E	2.50'
L30	N 00°00'00" W	59.09'
L31	N 15°07'31" E	77.22'
L32	N 90°00'00" E	166.44'
L33	N 00°15'38" E	45.00'
L34	N 90°00'00" W	166.58'
L35	N 00°00'00" W	359.87'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	78.84'	70.92'	N 45°10'03" E
C2	87.00'	10.46'	10.45'	S 03°26'37" E
C3	150.00'	271.18'	235.73'	N 44°54'29" E
C4	175.00'	20.46'	20.45'	S 86°38'58" E
C5	88.00'	79.92'	77.20'	S 63°58'56" W
C6	313.00'	36.73'	36.71'	S 41°19'36" W
C7	187.00'	145.86'	142.19'	S 22°20'40" W
C8	51.31'	69.64'	64.42'	S 01°26'16" W
C9	137.02'	45.86'	45.65'	N 31°55'31" W
C10	27.40'	16.34'	16.10'	N 03°01'40" W
C11	14.50'	20.09'	18.52'	S 50°19'22" W
C12	90.82'	87.89'	84.50'	N 52°33'46" E
C13	69.50'	109.17'	98.29'	N 45°00'00" W



VICINITY MAP

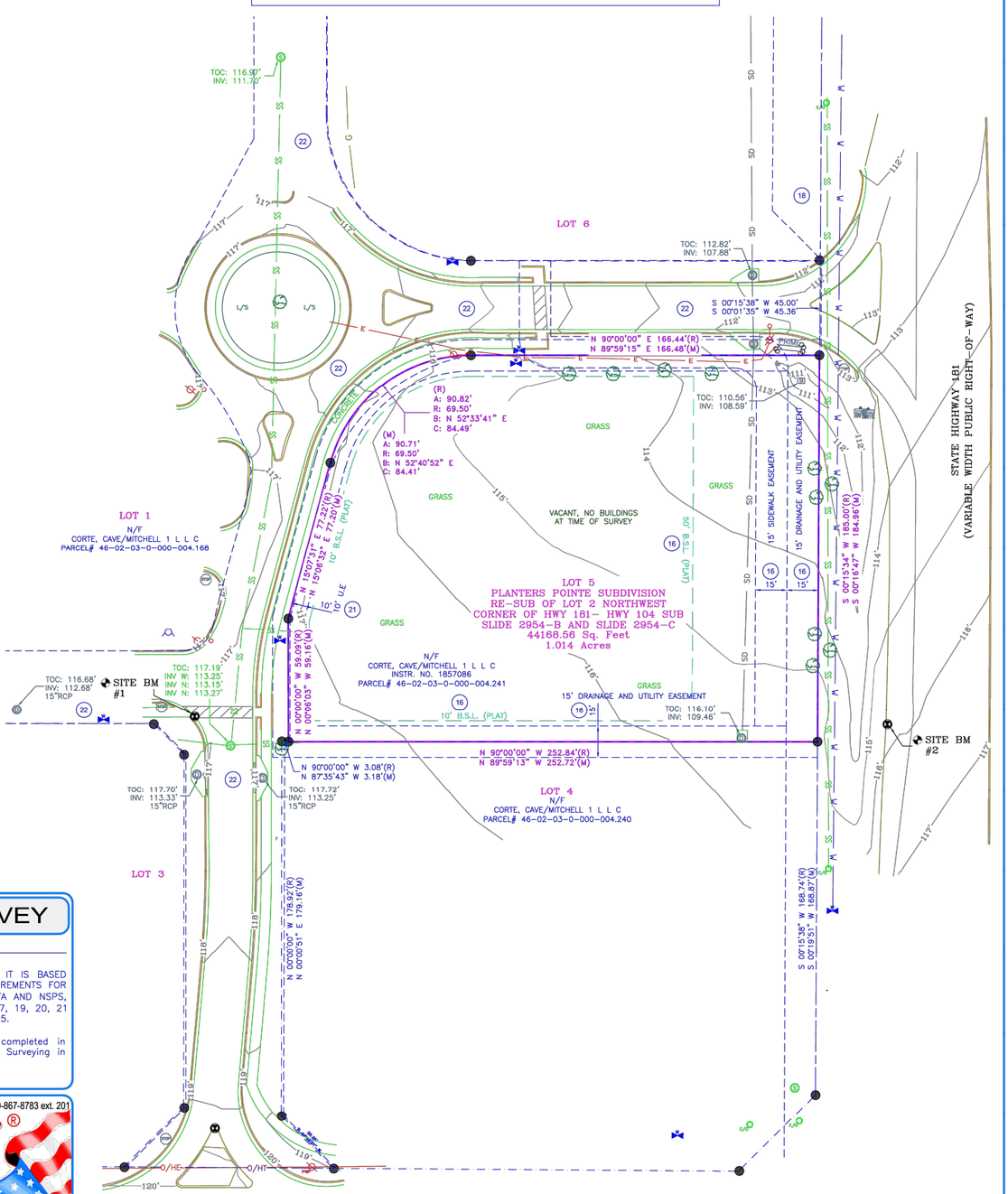
NOT TO SCALE



SCALE: 1" = 30'

THIS DRAWING WAS CREATED TO BE VIEWED IN CMG FORMAT. IF IT IS REPRODUCED OR VIEWED IN PDF OR ANY OTHER ELECTRONIC FORMAT, IT MAY NOT BE TO SCALE

NORTH INDEX IS
GRID STATE PLANE AL WEST



RECORD CLOSURE 1:381778.77
MEASURED CLOSURE 1:927815.53
CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

DATE OF ORIGINAL: JULY 17, 2025
REVISION: 1 REVISED TITLE COMMITMENT DATE: JULY 21, 2025
REVISION: 2 CLIENT COMMENTS–MDT DATE: SEPTEMBER 3, 2025
REVISION: DATE: , 2025
FIELD SURVEY: RH CAD: KJW PLS REVIEW:

811 Know what's below. Call before you dig.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

ALTA/NSPS LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION

TO: HARRISON FRENCH; FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 5, 4, 6a, 6b, 7a, 7b(1), 8, 9, 11b, 13, 16, 17, 19, 20, 21 & 22 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 8, 2025.

"I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief."

For inquiries, questions or concerns about this survey contact mjfeldbusch@ussurveyor.com or call 1-800-867-8783 ext. 201

U.S. SURVEYOR®
4929 Riverwind Pointe Drive
Evansville, Indiana 47715
AMERICA'S ALTA SURVEYOR
1-800- TO SURVEY

PREPARED FOR:

HARRISON FRENCH

PROJECT LOCATION:

BALDWIN COUNTY, STATE OF ALABAMA

PROJECT ADDRESS:
9867 STATE HWY 104
FAIRHOPE, AL 36532

PROJECT TYPE:
ALTA/NSPS LAND TITLE SURVEY

ALABAMA LICENSED NO. 25861 PROFESSIONAL LAND SURVEYOR RODNEY K. YOUNG

NOT VALID WITHOUT ORIGINAL SIGNATURE

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PROFORMA

RODNEY K. YOUNG P.L.S.
ALABAMA REGISTRATION NO. 25861
DATE OF CERTIFICATION 07/17/2025

SHEET 1 OF 1

JOB NUMBER: SS57225.DWG

COPYRIGHT NOTE:
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FLOOD DATA This property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 01003C0661M which has an effective date of 4/19/2019 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

NOTICE: OTHER FLOODMAPS MAY EXIST THAT SHOW FLOODPLAIN AS DETERMINED BY STATE OR MUNICIPALITIES. THE CERTIFICATION ONLY COVERS THE FEMA FIRM MAP REFERENCED HEREON.

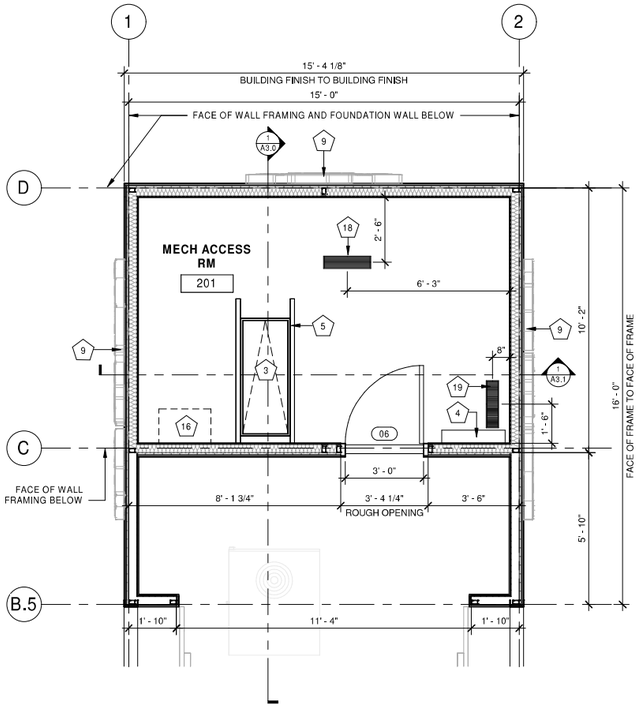
FLOOR PLAN KEYNOTES

1	ACCESS DOOR FOR CRAWLSPACE ACCESS
2	MOP SINK RE: PLUMBING DRAWINGS
3	MECH. ACCESS DOOR AND LADDER - SUPPLIED BY OWNER
4	WATER FILTRATION SYSTEM
5	PREFABRICATED COMPLIANT MECHANICAL SERVICE GUARDRAIL PER IBC SECTION 1015 - EACH SIDE
6	PREFABRICATED COOLER BY MANUFACTURER TO BE DETERMINED BY OWNER.G.C TO SUBMIT FORMARL RFI IMMIDIATELY TO ARCHITECT IF COOLER MANUFACTURER CONSTRUCTION VARIES FROM DETAILING PROVIDED IN DRAWING SET.
7	ADA AUTO/MANUAL EGRESS CAPABLE
8	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF. ELECTRICAL
9	STOREFRONT SIGNS - SUPPLIED & INSTALLED BY SIGN CONTRACTOR
10	DOWNSPOUT CONNECTION TO STORMWATER SYSTEM; REF. CIVIL
11	SITE CONTRACTOR TO COORDINATE CIVIL & STRUCTURAL DRAWINGS TO ENSURE ALL CANOPY COLUMN FOUNDATION PLATES & BOLTS ARE CONSTRUCTED IN A MANNER THAT CONCEALS THEIR CONNECTIONS COMPLETELY BELOW GRADE; TYP.
12	DOWNSPOUT OUTLET- STORMWATERCONNECTION
13	FROST-PROTECTED LANDING; REF. STRUCT.; FLUSH WITH SURROUNDING PAVEMENT; PROVIDE EXPANSION JOINTS AT EDGES
14	ALL EXIT DOOR LANDING AREAS CANNOT SLOPE MORE THAN 2%
15	HSS COLUMN; REF. STRUCT.
16	ENCLOSED 12U DATA RACK -PROVIDE 2x WOOD BLOCKING AS INDICATED FOR ADDITIONAL SUPPORT; REF. ELEC
17	6" CONCRETE FILLED BOLLARD - TYP. G.C. TO COORDINATE WITH CIVIL
18	HEAVY DUTY LINEAR BAR GRILLE - SUPPLY; REF. MECH.
19	HEAVY DUTY LINEAR BAR GRILLE - RETURN; REF. MECH.

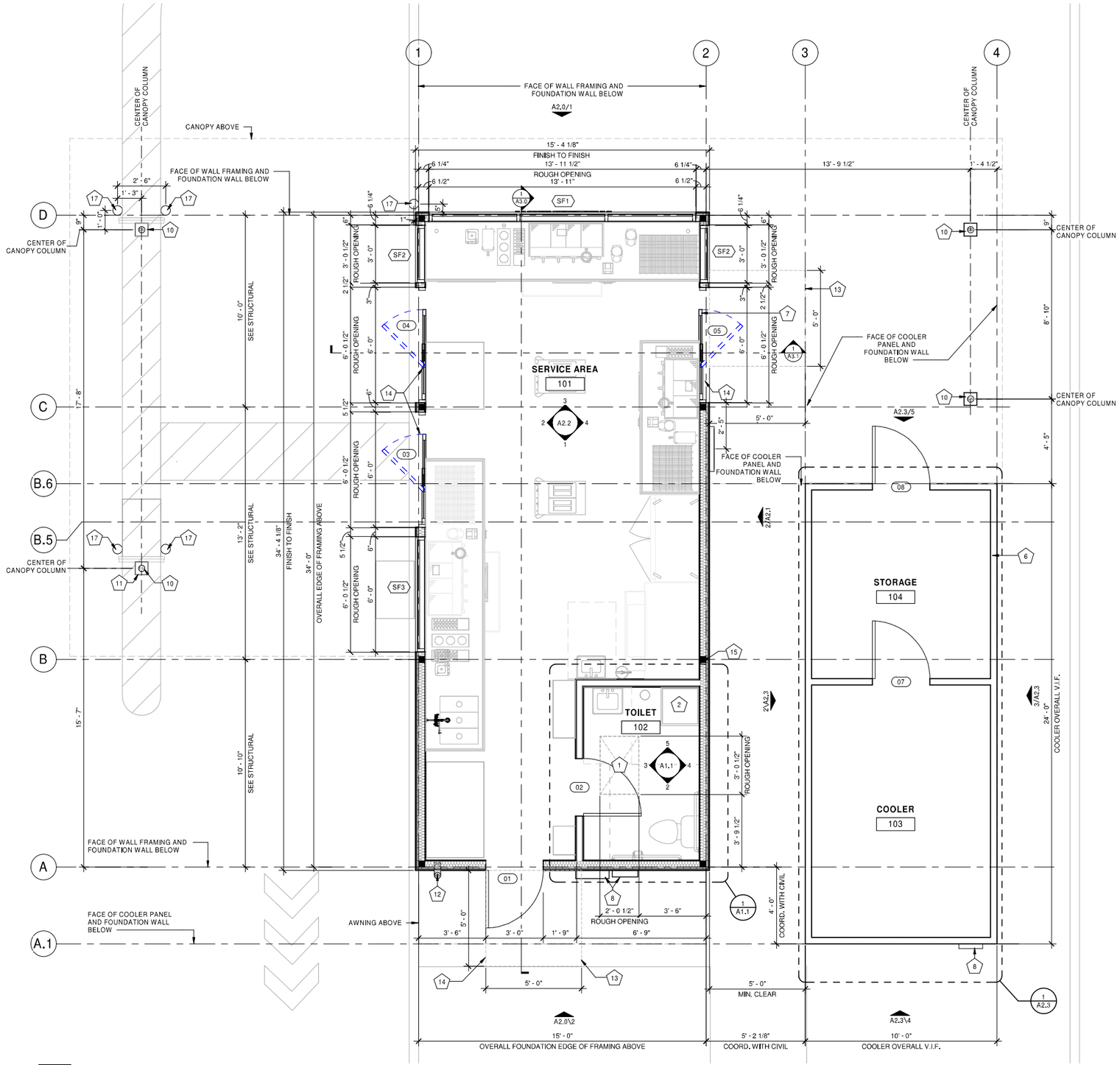
NOTES:

1. ALL EXPOSED PLUMBING PIPES TO FIXTURES SHALL BE ROUTED AS CLOSE TO THE WALL SURFACE AS POSSIBLE TO MINIMIZE PROJECTED ITEMS. REF MECH.

2. ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE



2 MECH ACCESS RM
3/8" = 1'-0"



1 FLOOR PLAN
3/8" = 1'-0"

HARRISON FRENCH & ASSOCIATES, P.L.C.
HFA
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

SUPPLY LATION FOR REUSE:
THE DRAWINGS W ERE PREPARED FOR USE ON A SPECIFIC SITE AT A SPECIFIC TIME AND DO NOT CONTEMPLATE ANSIBILITY BY THIS ISSUE SUITABLE FOR USE ON A DIFFERENT SITE AT A LATER TIME. ANY REUSE OR USE OF THE DRAWING FOR REFERENCE BY OTHERS ON OTHER PROJECTS REQUIRES THE SERVICES OF PROPERLY LICENSED PROFESSIONALS. REPRODUCTION OF THE DRAWINGS FOR REUSE ON ANOTHER PROJECT IS NOT PERMITTED AND MAY BE CONTRARY TO THE LAW.

7 BREW
MILK SIDE SERVICE 3 COUNTER
9867 ALABAMA 104 LOT 5
FAIRHOPE, AL 36532
JOB NUMBER: 12-25-80012

ISSUE BLOCK

1	PERMIT SET	10/13/25

CHECKED BY:	JM
DRAWN BY:	RTM
DOCUMENT DATE:	10/13/25

STATE of ALABAMA
JAMES E. MANN
8876
REGISTERED ARCHITECT
2025.10.14 14:26:21-05'00'

ARNING
t 417.847.3131
1 BOREHAM DR.
CLARKSVILLE, AR 72830
WWW.ARNINGCO.COM

FLOOR PLAN

SHEET:
A1.0

10/14/2025 8:28:23 AM
C:\Users\rtm\Documents\20250414 Revit Projects 12-25-80012_7 Brew_Fairhope, AL_ARCH_V25_rtm\A-Boards\Series.rvt
A1.0 FLOOR PLAN PERMIT SET

FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
BRK-1	FIBER-CEMENT PANEL SIDING	BRAND: NICHIHA COLOR: MIDNIGHT STYLE: MODERN BRICK	EXTERIOR WAINSCOT AND REAR WALL a,
BRK-2	FIBER-CEMENT PANEL SIDING	BRAND: NICHIHA COLOR: SHALE BROWN STYLE: CANYON BRICK	EXTERIOR WAINSCOT AND REAR MECHANICAL WELL WALL a.
FRP-1	FRP WALL COVERING	BRAND: MARLITE OR APPROVED EQUAL COLOR: P159 / P100 / S100 SIZE: 4'x9'x3/32"	SERVICE AREA AND TOILET b.
PT-1	PAINT	BRAND: SHERWIN WILLIAMS COLOR: "SALTY DOG" SW 9177 FINISH: SATIN / SEMI-GLOSS FINISH	BOLLARDS b, d.
PT-2	PAINT	BRAND: SHERWIN WILLIAMS COLOR: "FIRST STAR" SW 7646 FINISH: SATIN / SEMI-GLOSS FINISH	DOORS AND FRAMES b, d.
MP-1	METAL PANEL	BRAND: BERRIDGE - (ZEE-LOCK PANEL) COLOR: ROYAL BLUE FINISH: SMOOTH	STANDING SEAM METAL ROOF PANELS a.
MP-2	BRAKE METAL	BRAND: BERRIDGE COLOR: ROYAL BLUE FINISH: SMOOTH	METAL ROOF AND CANOPIES - SOFFIT PANELS a.
MP-3	CANOPY COLUMNS	CUSTOM POWDERCOATING COLOR: REGAL BLUE - RAL 5003 FINISH: SMOOTH	CANOPIES a.
MP-4	BRAKE METAL	BRAND: BERRIDGE COLOR: ZINC GRAY FINISH: SMOOTH	METAL COPING AT SIDE & REAR WALLS a.
WC-1	DECORATIVE WALL COVERING	CUSTOM VINYL WALL COVERING	COOLER WALLS d,
VT-1	RESILIENT VINYL FLOORING AND BASE	BRAND: AMARCO COLOR: DARK GRAY STYLE: PROTECT-ALL FLOORING	SERVICE AREA AND TOILET a.
VB-1	RESILIENT VINYL BASE	BRAND: AMARCO COLOR: LIGHT GRAY STYLE: PROTECT-ALL BASE	SERVICE AREA AND TOILET a.

FINISH MATERIALS SCHEDULE NOTES:

a. PROVIDED BY 7 BREW AND INSTALLED BY 7 BREW
b. ALL MATERIALS AND WORK PROVIDED AND INSTALLED BY GENERAL CONTRACTOR.
c. PROVIDED BY 7 BREW AND INSTALLED BY GENERAL CONTRACTOR.
d. PROVIDED AND INSTALLED BY SIGN CONTRACTOR

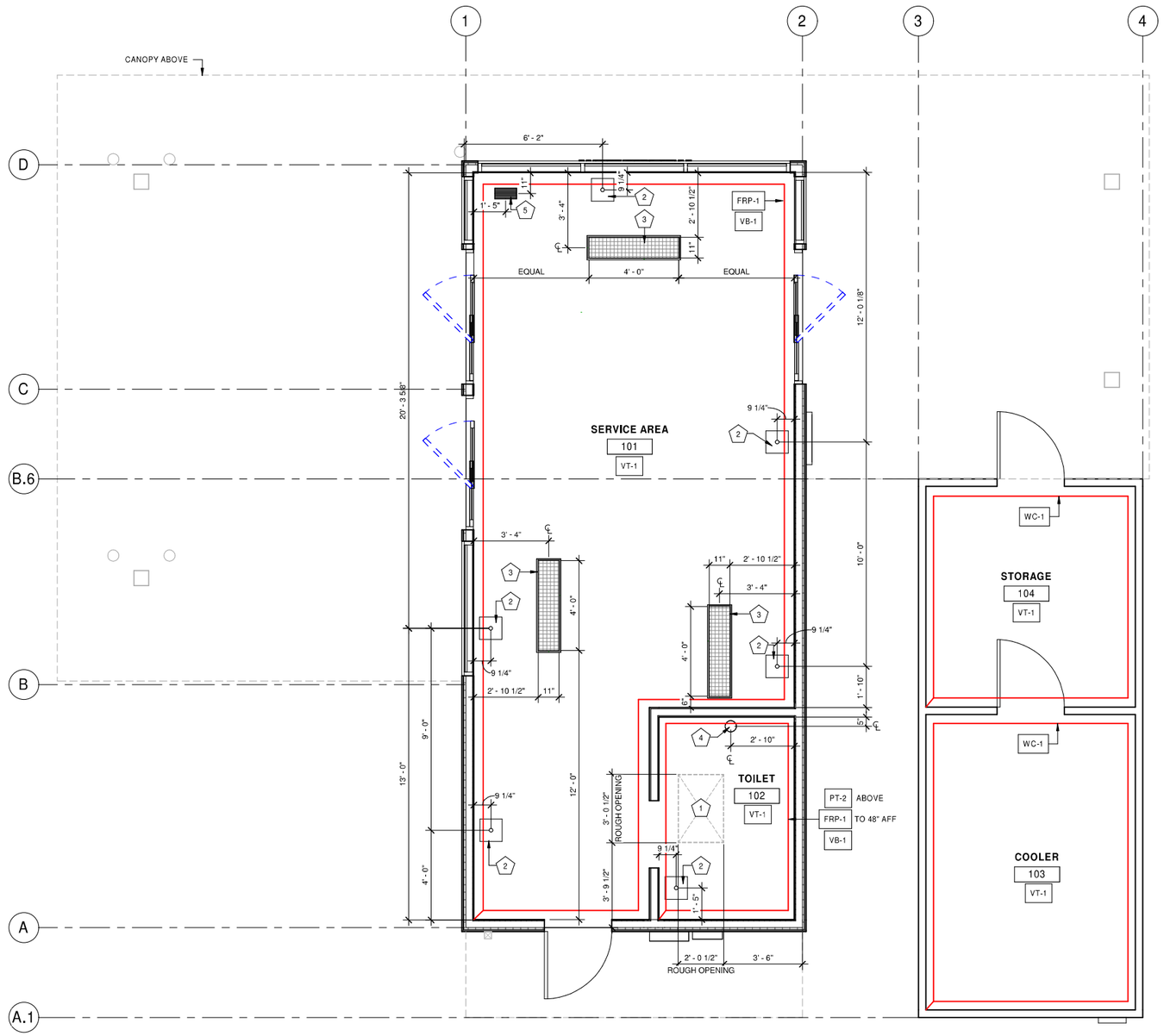
FLOOR FINISH GENERAL NOTES

1. PROTECT-ALL VINYL FLOORING AND COVE BASE THROUGHOUT SERVICE AREA AND TOILET - TYP.

FLOOR FINISH KEYNOTES

1	ACCESS DOOR FOR CRAWL SPACE ACCESS
2	12"x12" FLOOR SINK WITH 3/4 GRATE
3	11"x48" FLOOR TRENCH DRAIN AND GRID GRATE
4	6" EXHAUST PIPE
5	12"x6" FLOOR MOUNTED TRANSFER GRILLE

NOTE: DIMENSION PROVIDED ON THIS PLAN ARE FROM FINISH FACE OF INTERIOR SIDE OF WALL FRAMING UNLESS NOTED OTHERWISE.



1 FLOOR FINISH PLAN
3/8" = 1'-0"

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t 479.273.7780
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SUPPLEMENTAL FOR REUSE
THE DRAWINGS WERE PREPARED FOR USE ON A SPECIFIC SITE AT A SPECIFIC LOCATION. CONTEMPORANEOUSLY WITH ITS ISSUE FOR USE ON ANOTHER SITE AT A DIFFERENT LOCATION. ANY REUSE OF THE DRAWINGS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE ARCHITECT. USE OF THE DRAWING FOR REFERENCE BY THE CONTRACTOR ON ANOTHER SITE REQUIRES THE SERVICES OF PROPERLY LICENSED PROFESSIONALS TO REVIEW, REDRAW OR ATTEST TO THE DRAWINGS. REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED UNLESS AND UNTIL IT CONFORMS TO THE LAW.

7 BREW
MILK SIDE SERVICE 3 COUNTER
9867 ALABAMA 104 LOT 5
FAIRHOPE, AL 36532
JOB NUMBER: 12-25-80012

ISSUE BLOCK

1	PERMIT SET	10/13/25

CHECKED BY: JM
DRAWN BY: RTM
DOCUMENT DATE: 10/13/25

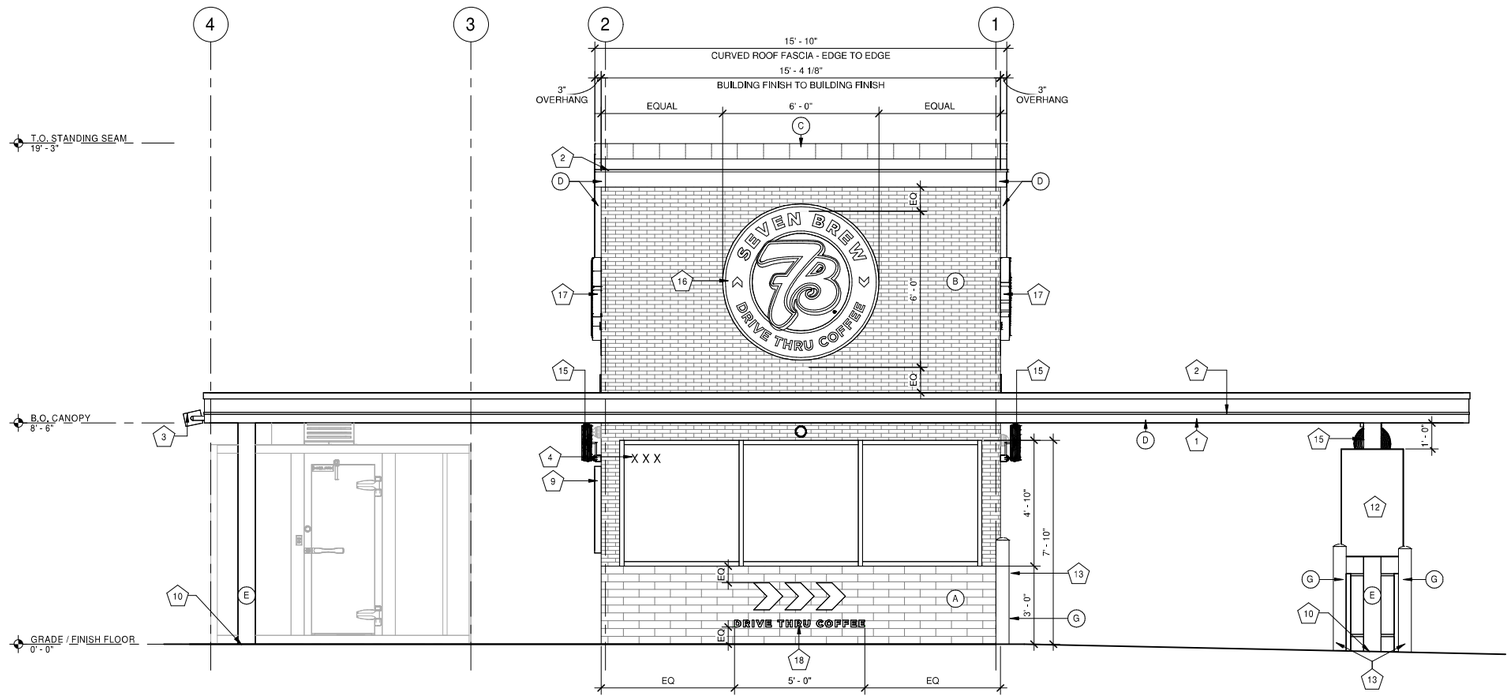
STATE of ALABAMA
JAMES E. MANN
8876
REGISTERED ARCHITECT

ARNING
t 417.847.3131
1 BOREHAM DR.
CLARKSVILLE, AR 72830
WWW.ARNINGCO.COM

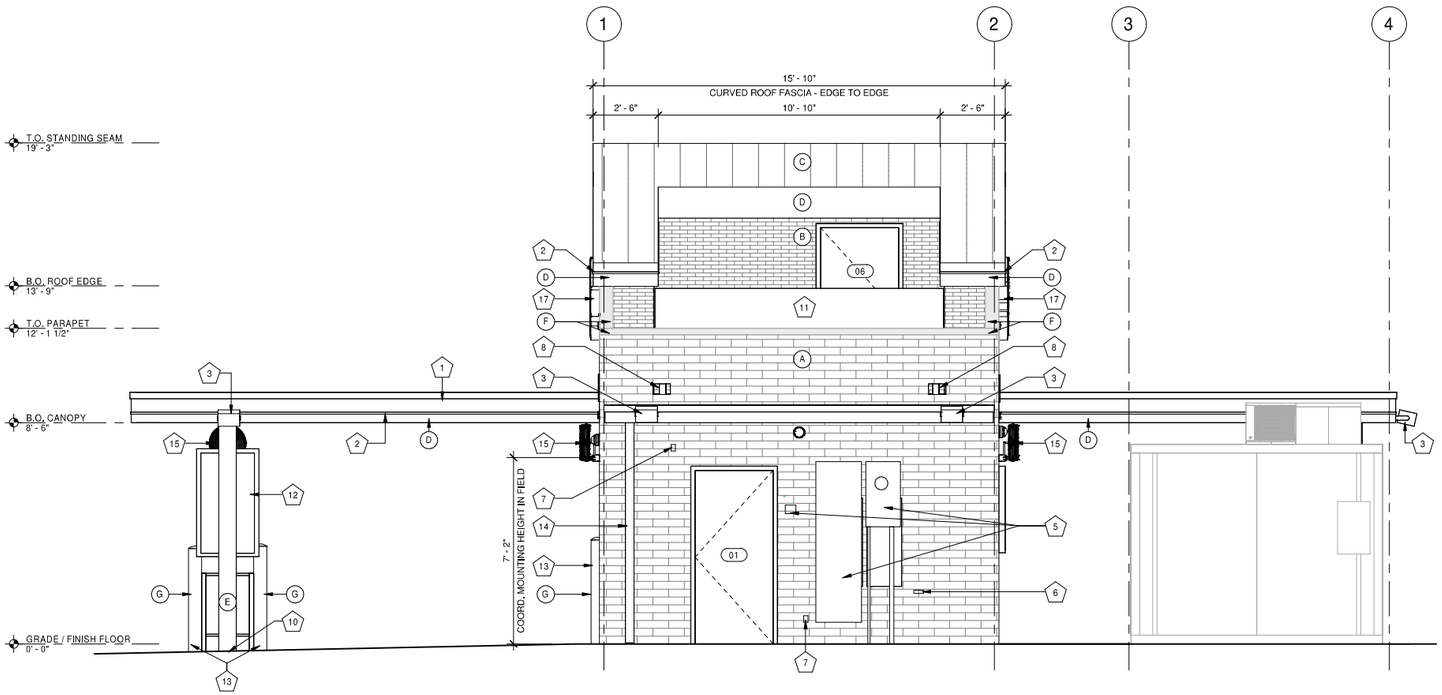
FINISH FLOOR PLAN

SHEET: A1.2

10/14/2025 4:29:52 AM
C:\Users\rtm\Documents\2025 Revit Projects\12-25-80012_7 Brew_Fairhope, AL_ARCH_V26_HFA-Ricardo.Torres.rvt
A1.2 FINISH FLOOR PLAN-PERMIT SET



1 **EXTERIOR ELEVATION - FRONT**
3/8" = 1'-0"



2 **EXTERIOR ELEVATION - BACK**
3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

1	PRE-ENGINEERED CANOPY AND FRAMING; REF. STRUCT.
2	LED FLEX LIGHT
3	OUTDOOR SPEAKERS MOUNTED TO CANOPIES - REF: SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT; SEE ELECTRICAL
6	FROST-PROOF HOSE BIBB
7	EXTERIOR WEATHER-PROOF OUTLET; SEE MEP
8	ROOF SCUPPER DRAIN - TYP OF 2
9	SURFACE MOUNTED SIGN BOX
10	TOP OF FOOTER. COORDINATE WITH CIVIL.
11	GUARDRAIL; 3' - 6" HIGH MANUFACTURED 3" x 3" x 1/4" SQUARE TUBE STEEL. PAINTED REGAL BLUE. ROOF EQUIPMENT SCREEN MOUNTED ON GUARDRAIL . PAINTED ZINC GRAY
12	SAMSUNG DIGITAL DISPLAYS - TYP OF (2) REF: SYSTEMS PLAN
13	6" CONCRETE FILLED BOLLARD - TYP. G.C. TO COORDINATE WITH CIVIL
14	DOWNSPOUT CONNECTION TO STORMWATER SYSTEM TO BE PAINTED TO MATCH ADJACENT NICHIHA PANEL; REF. CIVIL
15	LIGHT-DUTY INDUSTRIAL FAN
16	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
17	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR
18	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE

EXTERIOR ELEVATION MATERIALS LEGEND

A	NICHIHA PANEL - MODERN BRICK (BRK-1)
B	NICHIHA PANEL - CANYON BRICK (BRK-2)
C	BERRIDGE- STANDING SEAM METAL ROOF PANEL (MP-1)
D	BERRIDGE - ROOF & CANOPY SOFFIT PANEL (MP-2)
E	CANOPY COLUMN - REGAL BLUE POWDERCOAT (MP-3)
F	BERRIDGE - METAL COPING (MP-4)
G	BOLLARD, PAINT (PT-1)

MATERIAL HATCH LEGEND

- NICHIHA PANEL - MODERN BRICK (BRK-1)
- NICHIHA PANEL - CANYON BRICK (BRK-2)
- BERRIDGE STANDING SEAM - REGAL BLUE (MP-1)
- BERRIDGE - SOFFIT PANEL - REGAL BLUE (MP-2)
- BERRIDGE - METAL COPING - ZINC GRAY (MP-4)

*REFER TO SHEET A1.2 FOR FINISH SPECIFICATIONS

HARRISON FRENCH & ASSOCIATES, P.L.L.C.
HFA
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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7 BREW
MILK SIDE SERVICE 3 COUNTER
9867 ALABAMA 104 LOT 5
FAIRHOPE, AL 36532
JOB NUMBER: 12-25-80012

ISSUE BLOCK

1	PERMIT SET	10/13/25

CHECKED BY: JM
DRAWN BY: RTM
DOCUMENT DATE: 10/13/25

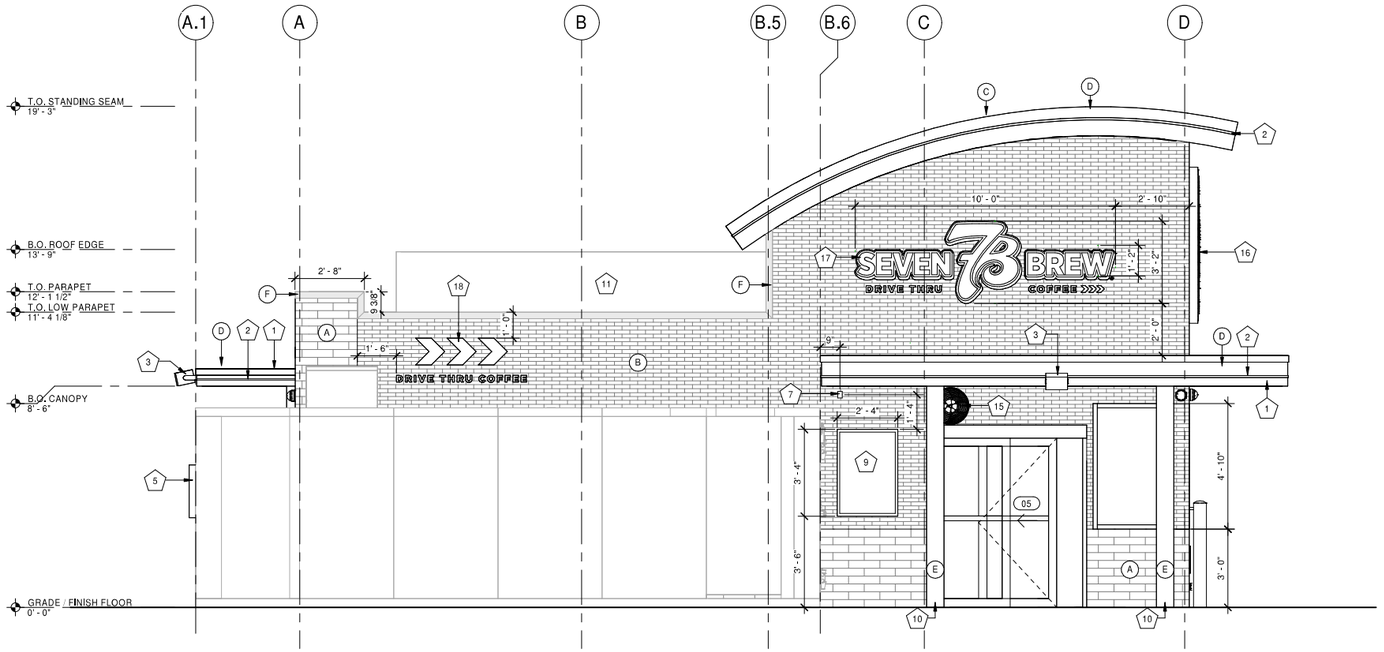
STATE of ALABAMA
JAMES E. MANN
8876
REGISTERED ARCHITECT

ARNING
t 417.847.3131
1 BOREHAM DR.
CLARKSVILLE, AR 72830
WWW.ARNINGCO.COM

EXTERIOR ELEVATIONS

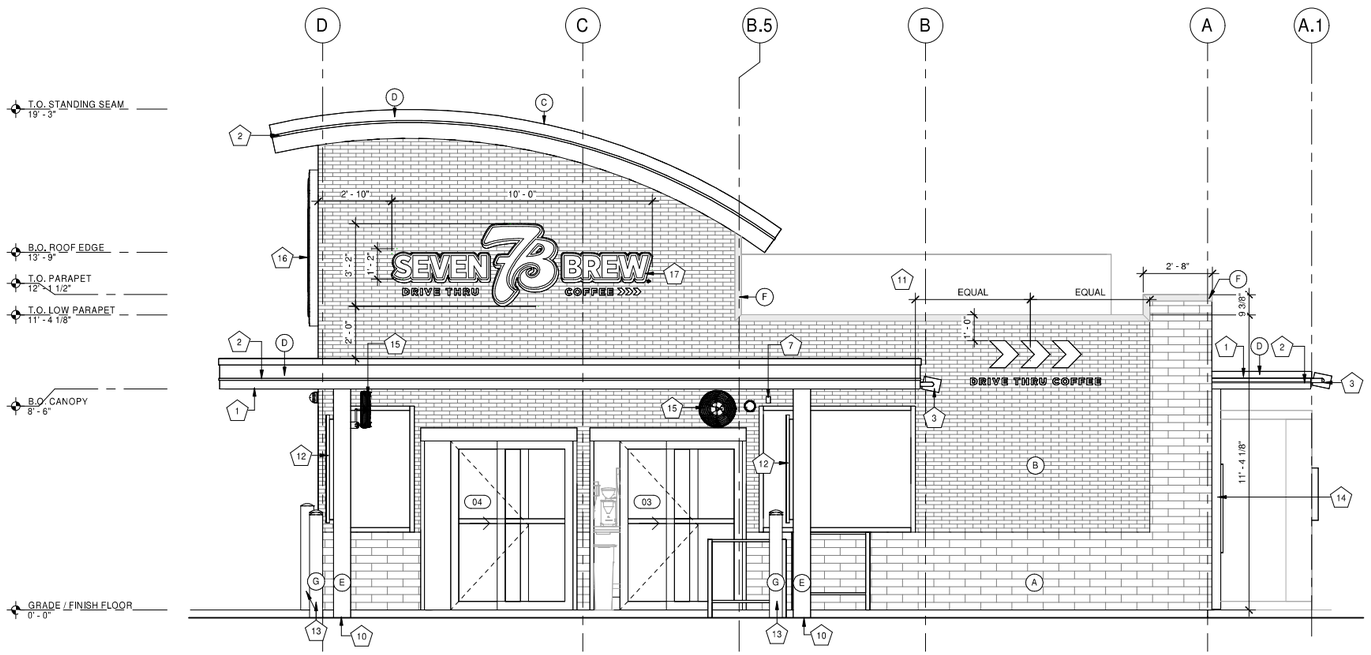
SHEET: A2.0

10/14/2025 12:03:53 PM
C:\Users\rtm\Documents\2025 Revit Projects\12-25-80012_7 Brew_Fairhope, AL_ARCH_rtm_HFA-Ricardo.Torres.rvt
A2.0 EXTERIOR ELEVATIONS PERMIT SET



2 EXTERIOR ELEVATION - RIGHT SIDE

3/8" = 1'-0"



1 EXTERIOR ELEVATION - LEFT SIDE

3/8" = 1'-0"

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CHECKED BY: JM
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REGISTERED ARCHITECT

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EXTERIOR ELEVATIONS

SHEET: A2.1

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Z:\Projects\Commercial\Work Group Projects\12-25-80012 7 Brew_Fairhope, AL_ARCH_DR_HFA Models Temp.rvt
A2.1 EXTERIOR ELEVATIONS PERMIT SET

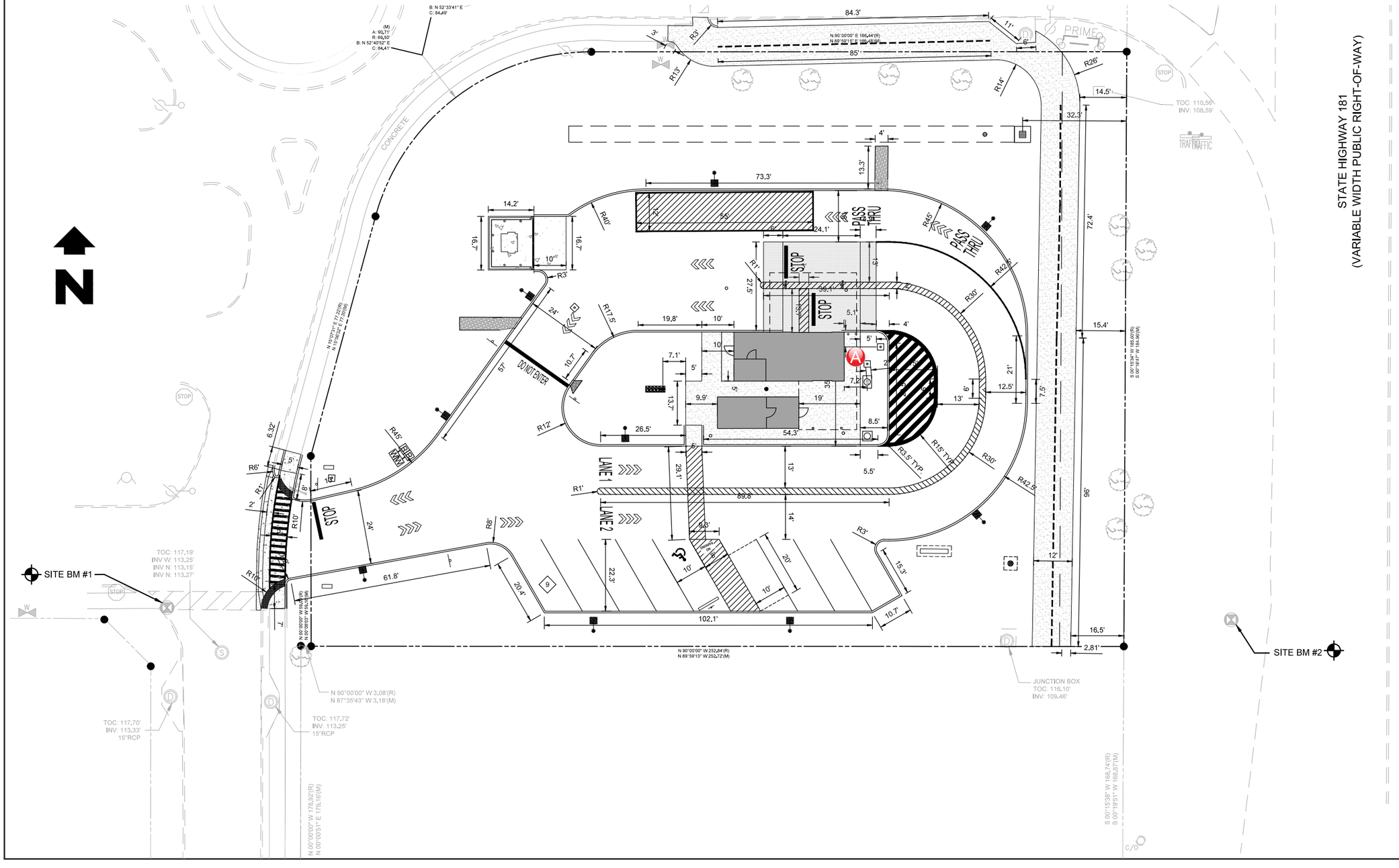
SEVEN 7B BREW
DRIVE THRU
COFFEE

ENTERA
Your total branding solution

FAIRHOPE, AL

SITE PLAN

A 4’-0” INTERNALLY ILLUMINATED LOGO • 16.00 SQ FT



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Your total branding solution

5900 VENTURE CROSSINGS BLVD
PANAMA CITY, FL 32409
PH: 850-763-7982
FAX: 850-392-0673
www.enterabranding.com

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NOTES

REVISION	
1.	XXXXX
2.	XXXXX
3.	XXXXX
4.	XXXXX

ARTIST
MC

CLIENT
7 BREW

SCALE
3/4” = 1’-0”

DATE
01/22/26

LOCATION
FAIRHOPE, AL

Underwriters Laboratories Inc.® LISTED
DEPARTMENT: ART

4’ S/F WALL SIGN • INTERNALLY ILLUMINATED REMOTE MOUNT • 16.00 SQ FT

L. E. D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

A. .040" X 3" ALUMINUM RETURN TO BE PAINTED BLACK

B. 1" BLACK JEWELITE

C. ACM BACKS

D. .150” CLEAR PCB FACES w/ 2ND SURFACE VINYL GRAPHICS (MATCH PMS 185C RED & 3630-22 OPAQUE BLACK) PANNED & EMBOSSED

E. WHITE GE TETRA MAX 7100K LEDs

F. POWER CABLE LOW VOLTAGE SHIELDED W/ STRAIN RELIEF STARTING FROM POWER SUPPLY THEN LETTER TO LETTER (BEHIND FASCIA)

G. 1/4" WEEP HOLES AS REQUIRED (FOR EXTERIOR INSTALLATION ONLY)

H. SILICONE BEAD AROUND THE INSIDE OF RETURN AND BACK TO SEAL FROM WATER LEAKAGE

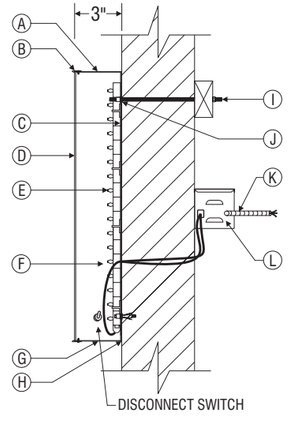
I. 1/4" LAGBOLTS OR 3/8" THREADED RODS WITH 2" x 4" WOOD BLOCKING AS REQ'D

J. 3/8" RIV NUTS

K. 1/2" SEALTITE CONDUIT RUNNING TO SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE PRIMARY CONNECTION HOOKED UP

L. STANDARD POWER SUPPLY HOUSED IN A WEATHERPROOF SHEET METAL BOX

TYPICAL WALL SECTION:
NOT TO SCALE



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NOTES

REVISION	
1.	XXXXX
2.	XXXXX
3.	XXXXX
4.	XXXXX

ARTIST
MC

CLIENT
7 BREW

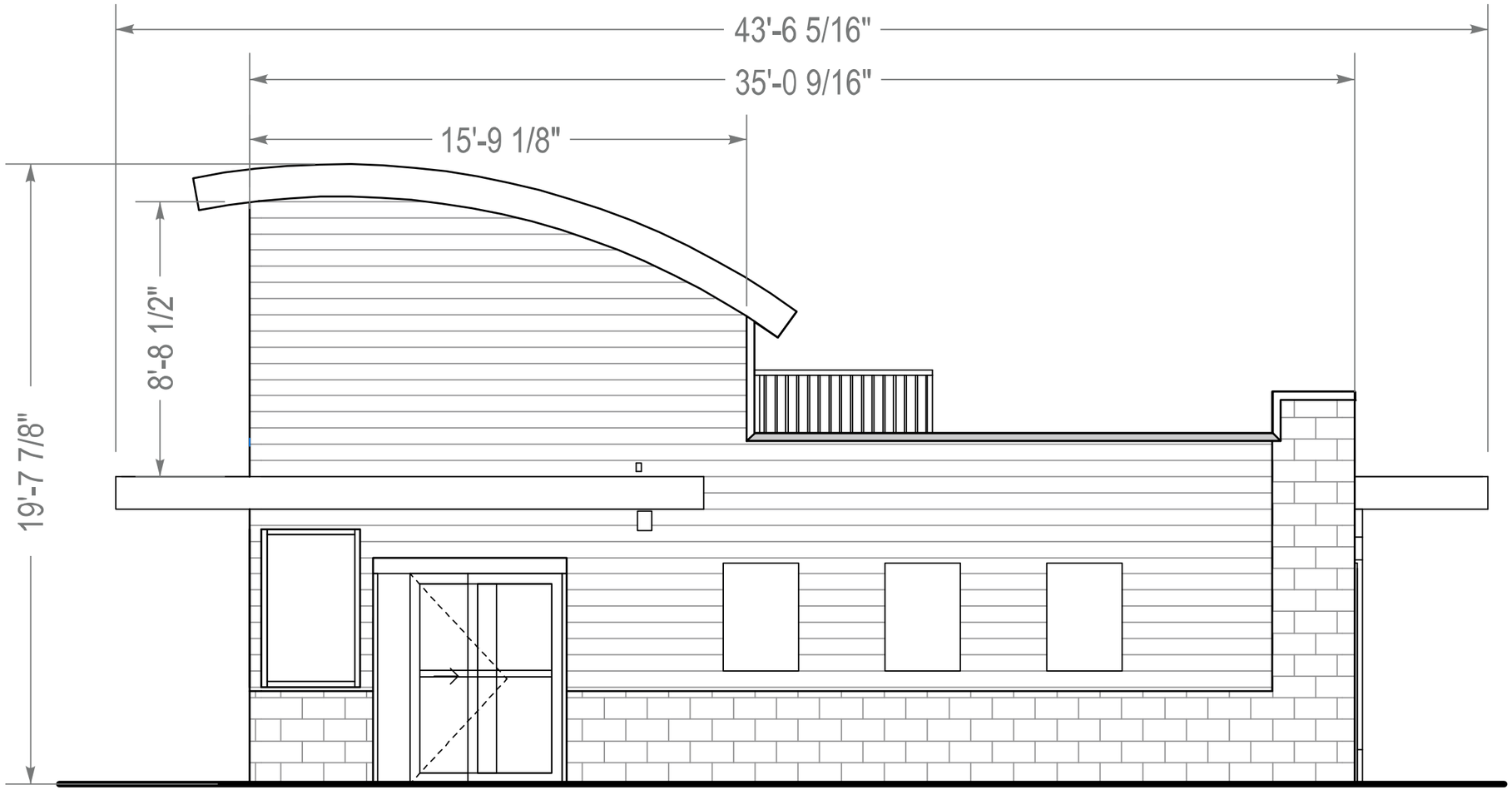
SCALE
3/4” = 1’-0”

DATE
01/22/26

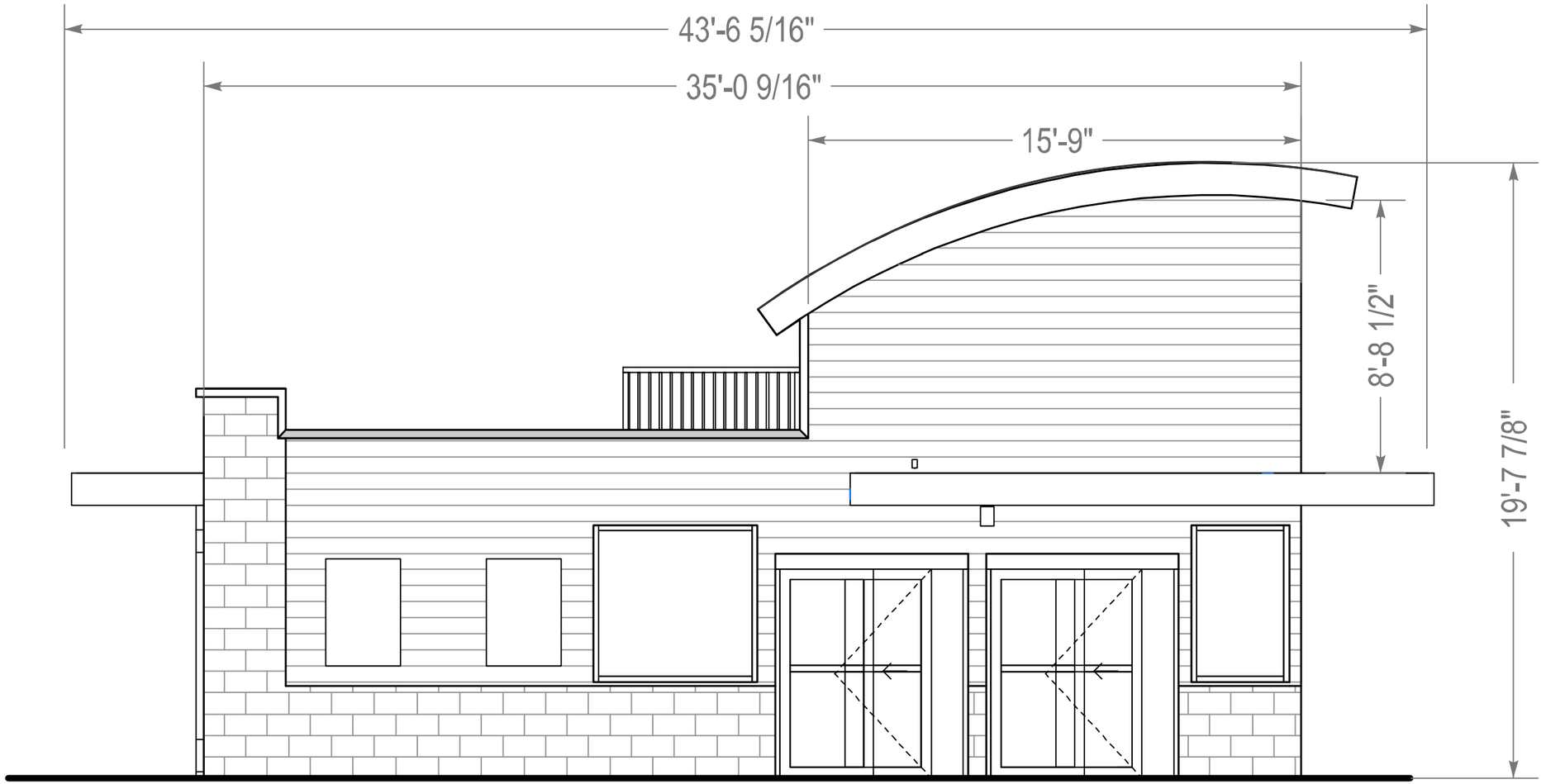
LOCATION
FAIRHOPE, AL

Underwriters Laboratories Inc.® LISTED
DEPARTMENT: ART

Front Elevation

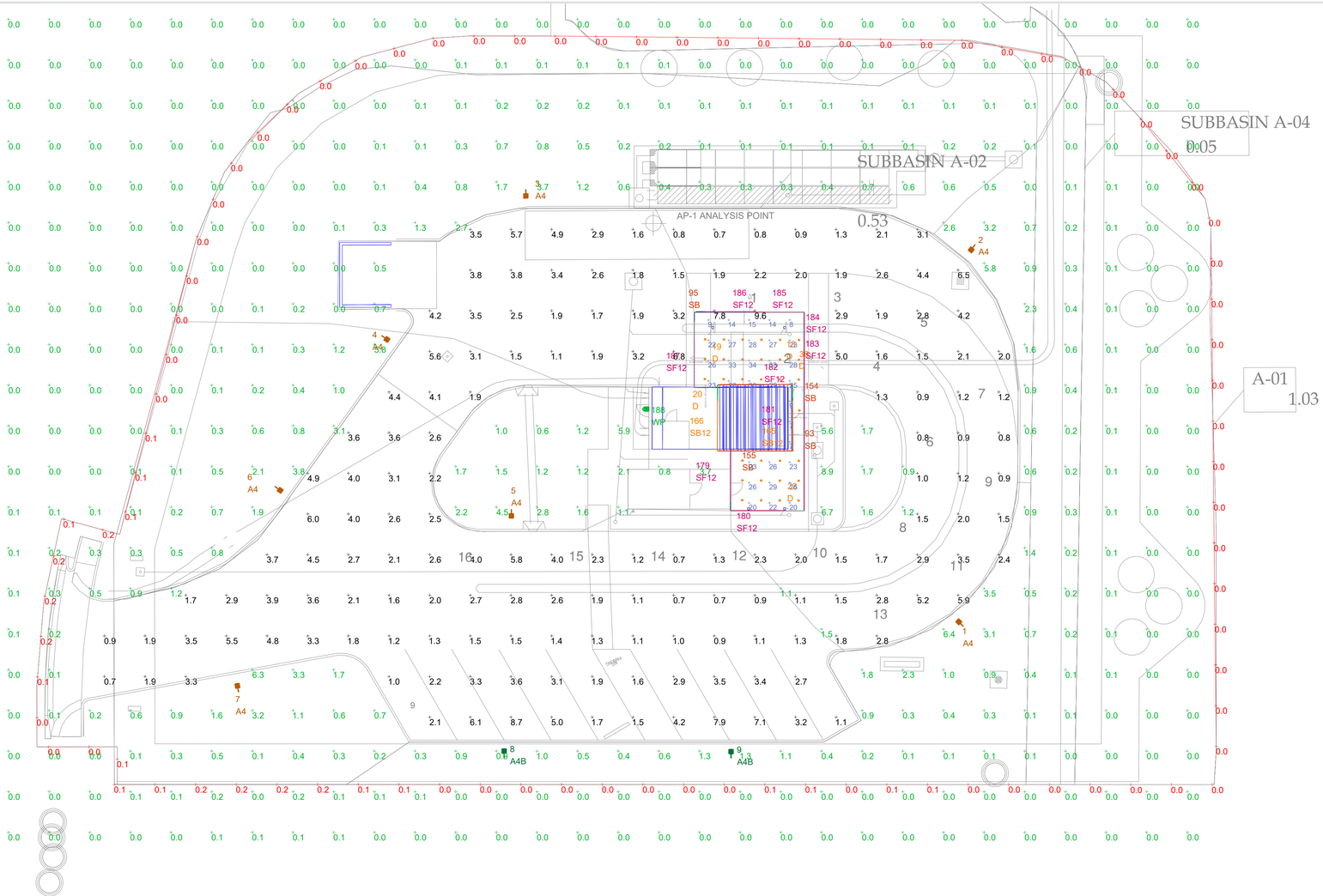


Right Side Elevation



Left Side Elevation

8' - 0"
2' - 6"
SEVEN 7B BREW
DRIVE THRU
COFFEE
X X X



NOTES:
- POLE MOUNTED FIXTURES ARE MOUNTED ON A 7FT POLE ATOP A 3FT CONCRETE BASE.

FOOTCANDLES LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES UNLESS OTHERWISE NOTED

LUMINAIRE LOCATION SUMMARY		
LUM NO.	LABEL	MTG. HT.
1-7	A4	10
8-9	A4B	10
10-40	D	8.5
41-162	SB	15 -18
163	SB04	18.2
164	SB04	14.23
165	SB12	18.2
166	SB12	14.23
167-173	SF	9.5
174-176	SF02	9.5
177-178	SF04	9.5
179-187	SF12	9.5
188	WP	8.5

CALCULATION SUMMARY					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
PROPERTY LINE	0.03	0.2	0.0	N.A.	N.A.
UNDERCANOPY	22.31	34	7	3.19	4.86
PAVED SURFACE	2.72	9.6	0.7	3.89	13.71
UNDEFINED	0.40	8.9	0.0	N.A.	N.A.

LUMINAIRE SCHEDULE											
SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	DIM SETTINGS	BUG Rating	ARR. WATTS	TOTAL WATTS	MANUFACTURER	CATALOG LOGIC
	7	A4	Single	6394	1.030	1.000	B1-U0-G3	45.14	315.98	Lithonia Lighting	DSX0 LED P2 50K 70CRI T4M MVOLT SPA DDBXD
	2	A4B	SINGLE	4582	1.030	1.000	B0-U0-G2	45.14	90.28	Lithonia Lighting	DSX0 LED P2 50K 70CRI BLC3 MVOLT SPA DDBXD
	31	D	Single	986	1.000	1.000	N.A.	13.1	406.1	Juno Lighting	WF6 SWW5 90CRI MW
	122	SB	Single	133	1.000	1.000	N.A.	3.65	445.3	PLED	M-SV024-BL
	2	SB04	SF 4FT	133	1.000	1.000	N.A.	51.1	102.2	PLED	M-SV024-BL
	2	SB12	SF 12FT	133	1.000	1.000	N.A.	160.6	321.2	PLED	M-SV024-BL
	7	SF	Single	205	1.000	1.000	N.A.	3.79	26.53	P-LED	M-SX024-BL
	3	SF02	SF 2FT	205	1.000	1.000	N.A.	30.32	90.96	P-LED	M-SX024-BL
	2	SF04	SF 4FT	205	1.000	1.000	N.A.	53.06	106.12	P-LED	M-SX024-BL
	9	SF12	SF 12FT	205	1.000	1.000	N.A.	166.76	1500.84	P-LED	M-SX024-BL
	1	WP	Single	2913	1.030	1.000	B1-U0-G1	24.42	24.42	Lithonia Lighting	WPX1 LED 40K MVOLT EXXX DBLXD

REDLEONARD ASSOCIATES
1340 Kemper Meadow Dr, Forest Park, OH 45240
513-574-9500 | redleonard.com

REV.	BY	DATE	DESCRIPTION
R1	JRB	11/14/25	REDUCED HEIGHT OF POLES TOP 10 FT
R2	JRB	01/05/26	REVISED CAD BACKGROUND
R3	JRB	01/21/26	REDESIGNED TO MEET SPILL WITH DSX0 AND UPDATED POLE NOTATION

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SCALE: 1" = 16'
LAYOUT BY: JRB
DWG SIZE: D
DATE: 09/22/25

PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R3

AREA	QTY	LABEL	DESCRIPTION
	7	A4	DSX0 LED P2 50K 70CRI T4M MVOLT SPA DDBXD
	2	A4B	DSX0 LED P2 50K 70CRI BLC3 MVOLT SPA DDBXD

DOWNLIGHT	QTY	LABEL	DESCRIPTION
	31	D	WF6 SWW5 90CRI MW

STREET WRAP	QTY	LABEL	DESCRIPTION
	122	SB	M-SV024-BL
	2	SB04	M-SV024-BL
	2	SB12	M-SV024-BL

STREET WRAP	QTY	LABEL	DESCRIPTION
	7	SF	M-SX024-BL
	3	SF02	M-SX024-BL
	2	SF04	M-SX024-BL
	9	SF12	M-SX024-BL

WALL MOUNTED	QTY	LABEL	DESCRIPTION
	1	WP	WPX1 LED 40K MVOLT EXXX DBLXD

ADDITIONAL FIXTURE INFO

D-Series Size 0
LED Area Luminaire

d-series

Specifications

EPA:	0.44 ft² (0.04 m²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)

Design Select options indicated by this color background.

ds design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Catalog Number
Notes
Type

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature¹	Color Rendering Index²	Distribution	Voltage	Mounting
DSX0 LED	Forward optics P1 P5 P2 P6 P3 P7 P4 Rotated optics P10³ P12³ P11³ P13³	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row TFS Type I short T2M Type II medium T3M Type III medium T4LG Type IV low glare T4M Type IV medium T4LG Type IV low glare T5W Forward throw medium T5VW Forward throw very wide T5M Type V medium T5LG Type V low glare T5VS Type V short BLC3 Type III backlight control BLC4 Type IV backlight control LCCO Left corner cutoff⁴ RCCO Right corner cutoff⁴	MVOLT (120V-277V)⁵ HVOLT (347V-480V)⁵ XVOLT (277V-480V)⁵ 120 V⁶ ⁷ 208 V⁶ ⁷ 240 V⁶ ⁷ 277 V⁶ ⁷ 347 V⁶ ⁷ 480 V⁶ ⁷	Shipped included SPA Square pole mounting (#8 drilling, 5.5" min. SQ pole) RPA Round pole mounting (#8 drilling, 7" min. RND pole) SPA5 Square pole mounting (#5 drilling, 7" min. SQ pole) RPA5 Round pole mounting (#5 drilling, 7" min. RND pole) SPA5N Square narrow pole mounting (#5 drilling, 7" min. SQ pole) WBA Wall bracket⁸ MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 PIRHN nLight AIR 2 pir, 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ⁹ ¹⁰ ¹¹ PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ⁹ ¹⁰ ¹¹ PER NEMA twist-lock receptacle only (controls ordered separate) ¹² PERS Five-pin receptacle only (controls ordered separate) ¹² ¹³ DMG 0-10v dimming wires pulled outside fixture (for use with external control, ordered separately) PE Seven-pin receptacle only (controls ordered separate) ¹² ¹⁴ FAO Field adjustable output ¹⁵ ¹⁶ BL30 Bi-level switched dimming, 30%, ¹⁶ BL50 Bi-level switched dimming, 50%, ¹⁶ DS Double fuse (208, 240, 480V) ¹⁷ Shipped separately EGSR External Glare Shield (reversible, field install required, matches housing finish) BSDB Bird Spikes (field install required)	Shipped installed HS Houseside shield (black finish standard) ¹⁸ LTR Left rotated optics ¹⁹ RTR Right rotated optics ¹⁹ CCE Coastal Construction ²⁰ WH 50°C ambient operation ²¹ BAA Buy American(a) Act Compliant ²² SF Single fuse (120, 277, 347V) ²³ DF Double fuse (208, 240, 480V) ²³ Shipped separately BSW Bird Spikes Wide (field install required)	DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DSATXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

NOTES
1 Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option LPO or RPO.
2 CRI is 70 minimum. 80CRI not available with P1, P2, P3 or P4. 80CRI not available with WDIM. Contact Technical Support for other possible combinations.
3 T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
5 HVOLT not available with packages P1, P2 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
6 XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
7 SPA and RPA not available with T5W, T5VW, T5M, T5LG, T5VS or T5S (with fusing, DF or DF).
8 SPA5 and RPA5 for use with #5 drilling only (but fits on pole with #8 drilling).
9 Reference Controls Options table on page 4.
10 NLTAIR2 and PIRHN must be ordered together. For more information on nLight Air 2, visit www.acuitybrands.com/products/family.aspx?id=2917830.
11 PIR may require field adjustment to reduce sensitivity. PIR and PIRH not available with P1, P2 and P10 when MVOLT is ordered.
12 PIR not available with NLTAIR2, PER, PERS, PERT, PIN, BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using MVOLT. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P3, P4 and P13.
13 PERTS/PERS/PIRT not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
14 PE not available with NLTAIR2, any of the available control options NLTAIR2 PIRHN, PIR, PIRH, PERT, BL30, BL50, or DMG.
15 BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PIRH, PERS, PERT, FAO and DMG. BL30 or BL50 must specify 120, 277 or 347V. Consult tech support for 208, 240 or 480V.
16 Reference Motion Sensor Default Settings table on page 4 to see functionality.
17 Reference Motion Sensor Default Settings table on page 4.
18 Reference Controls Options table on page 4.
19 Not available with P10, P11, P12, P13, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
20 CCE option not available with option BS and EGSR. Contact Technical Support for availability.
21 Not available with fusing (DF or DS), PIR, PIRH, PIRT, PER, PERS, PERT or PE.
22 Requires luminaire to be specified with PER, PERS or PERT option. See Controls Table on page 4.
23 Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

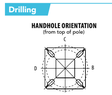
Shield Accessories

External Glare Shield (EGSR)

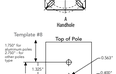
House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION
(from top of pole)



Template #8



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @120	4 @ 90
2 3/8"	RPA	AST2-190	AST2-280	AST2-290	AST2-390	AST2-320	AST2-490
4"	RPA	AST2-190	AST2-380	AST2-390	AST2-390	AST2-320	AST2-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Tenon Orientation (Outside Dim. Shown)							
EPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	7"	7"	7"	7"	7"	7"
SPA5	#5	5"	5"	5"	5"	5"	5"
RPA5	#5	7"	7"	7"	7"	7"	7"
SPA5N	#8	5"	5"	5"	5"	5"	5"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
2500 with SPA	0.44	0.88	0.96	1.18	---	1.76
2500 with SPA5, SPA5N	0.51	1.02	1.06	1.26	---	1.29
2500 with RPA, RPA5	0.51	1.02	1.06	1.26	1.24	1.29
2500 with RB	0.64	1.28	1.24	1.67	1.75	1.55

ADDITIONAL FIXTURE INFO

CONTRACTOR SELECT

JUNO

Catalog Number
Notes
Type

Contractor Select™

WF4 & WF6 SWW5
4" & 6" Switchable White Downlight LED
Ultra-Thin Wafer

WF4

WF6

Matte Black

The 4" and 6" round smooth with SCCT Switchable White technology provide high-quality light output and efficiency featuring a switch for easy color temperature adjustment to choose between 2700K, 3000K, 3500K, 4000K, or 5000K -while eliminating the need for recessed housings.

FEATURES:
- Round smooth lens trim designed to distribute precise even illumination for general purpose areas
- Cantleg - no can required; equals easy to install and less labor
- 5 selectable color temperatures to choose with a switch ranging from warm (2700K) to daylight (5000K) allowing customization for endless applications
- Dimmable to 10%

Catalog Number	UPC	Description	Replaces Up To	Lumens	Input Watts	CCT	CRI	Voltage	Finish	Dimming Protocol	Pallet Qty.
WF4 SWW5 90CRI MW Mtx	194994240465	4" Wafer-Thin LED Downlight	65W	670	9W	2700K/3000K/3500K/4000K/5000K	90	120V	Matte White	Triac	540
WF4 SWW5 90CRI MB Mtx	194994240595	4" Wafer-Thin LED Downlight	65W	670	9W	2700K/3000K/3500K/4000K/5000K	90	120V	Matte Black	Triac	540
WF6 SWW5 90CRI MW Mtx	194994240731	6" Wafer-Thin LED Downlight	75W	970	13W	2700K/3000K/3500K/4000K/5000K	90	120V	Matte White	Triac	360
WF6 SWW5 90CRI MB Mtx	194994240809	6" Wafer-Thin LED Downlight	75W	970	13W	2700K/3000K/3500K/4000K/5000K	90	120V	Matte Black	Triac	450

Accessories: Order as separate catalog number.

WFBKAT-PAN	Universal New Construction Wafer Pan
WF4 FRA 812	4" new construction pan, retail pack of 12
WF6 FRA 812	6" new construction pan, retail pack of 12
WFAGR MW	4" Wafer Gold Ring 4.2" ID x 4.2" OD
WFAGR MW	6" Wafer Gold Ring 6" ID x 6" OD
WFBI U	Remodel Joist Bar
WFCRCS SW3PIN FT4	3-Pin Slft Cable
WFETC TO SW3PIN FT4	3-Pin Tdft Cable
WFEWC2R SW3PIN FT4	3-Pin 2Rft Cable

*Good rings are made of 22 gauge steel and painted white.

WF4/6 External New Construction Pan

WF4 FRA 4" New Construction Pan

WF6 FRA 6" New Construction Pan

WFEWC_ extension cable

Remodel Joist Bar

Specifications

HOUSING:
Polycarbonate injection molded outer frame, with steel back plate. Non-conductive thermoformed fascia design suitable for use in operations where acids are present. Luminaire is provided to ensure a correct sized hole is cut into ceiling for proper installation of the trim. Size of hole should not exceed 4-1/4" for the WF4 and 6-1/4" for the WF6 • Can be installed from 3/8" to 1 5/8" ceiling thickness • Can be removed from below the ceiling for service or replacement.

LED LIGHT ENGINE:
Switchable white color temperature from 2700K, 3000K, 3500K, 4000K, 5000K • 90 CRI minimum • Color accuracy within 4 step MacAdams Ellipse at the end CCT (2700K and 5000K), within 6 step MacAdams Ellipse in the middle CCT (3000K, 3500K, and 4000K) • Dimming 100% to 10% with most standard incandescent dimmers (see list of approved dimmers).

DRIVER:
Connect directly to 120V Class 2 (CAN ICES-005 (B) / NMB-005 (B)) LED driver. 120V 60 Hz constant current driver provides noise free operation • IC rated driver with convenience of a switch to choose between 5 selectable color temperature options ranging from 2700K (warm white), 3000K, 3500K, 4000K, or 5000K (daylight) • The isolated driver integrated inside steel remote box with four 7/8" knockouts with slots for pryout. Suitable for pulling wires with the 12 cubic inch wiring compartment to accommodate up to (6) 14 gauge insulated conductor, or (4) 12 gauge insulated conductors; making the Wafer LED Downlights much easier to wire in 2nd Dwd (plus ground) daisy-chain applications and contractor friendly • 2" plenum space required for the installation of the WF6 driver box; 2" plenum space required for the installation of the WF4 driver box • Suitable for installation in ignit and drop ceiling applications with universal new construction pan.

OPTICAL SYSTEM:
Edge-lit LED technology uses light guided plate to distribute light • Polycarbonate lens provides even illumination throughout the space • Efficient system that can produce over 670 lumens while using 9W (WF4) and 970 lumens while using 13W (WF6) • Replaces 65W incandescent (WF4) and 75W incandescent (WF6).

LIFE:
Rated for 50,000 hours at 70% lumen maintenance.

LABELS:
CSA certified to US and Canadian safety standards • ENERGY STAR® certified product • Suitable for wet location, covered ceiling • Air-tight certified in accordance with ASTM E283; 2004 • NOM Certified • Can be used to comply with California Title 24 Part 6 High Efficacy LED light Source Requirements • U.S. Patent No. 10,681,784.

TESTING:
All reports are based on published industry procedures; field performance may differ from laboratory performance.

WARRANTY:
3-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

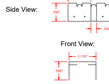
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

Top View:

Side View:

Front View:



PERFORMANCE DATA

	WF4 SWW5	WF6 SWW5
Input Voltage	120V	120V
Input Power Typical	9W (+/-5%)	13W (+/-5%)
Frequency	60 Hz	60 Hz
EMI/RFI	FCC Title 47, Part 15 Class B Consumer	FCC Title 47, Part 15 Class B Consumer
Minimum Starting Temp	-40°F (-40°C)	-40°F (-40°C)

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C.

STREET WRAP™ FLEX POD

SPECIFICATIONS

Certifications	UL 94 V-0, UL & cUL Recognized (SAM Manual), CE, RoHS
Dimensions	(See Table). X 1.06"W X 0.63"H
Input	24V
Operating Temp	-40° to +65°C
Power	4.73 W per foot
Power Supply	P-LED 24V
Protection Grade	IP67

FEATURES

- Bends front to back with 6" minimum bending radius
- Dual extrusion, diffused, UV resistant silicone lens and thermal conductive base
- Easy installation
- Available with multiple feeds:
  - Back
  - End

FLEX POD PRODUCT OPTIONS

LED CCT/Color	Jacket Color	Lm./ft	Cut Section Length	Max Length/96W PS	W/max Length	SKU
6500K	White	368	4.9213" (125mm)	241.1417"	95.1	M-SP0020-65
5000K	White	368	4.9213" (125mm)	241.1417"	95.1	M-SP0020-50
Cyan	White	106	9.8425" (250mm)	236.2205"	93.1	M-SP0019-CN
Amber	White	124	9.8425" (250mm)	236.2205"	93.1	M-SP0019-AM
Pink	White	61	9.8425" (250mm)	236.2205"	93.1	M-SP0019-PK
RGB	White	N/A	9.8425" (250mm)	236.2205"	93.1	M-SP0019-3C

INSTALLATION ACCESSORIES

SKU	Description
A-SPX-TRAL-3	3.28 ft. aluminum mill finish extrusions
A-SPX-CHSS	Back-Bend Flexible Chain

IMPORTANT WARRANTY INFO

This warranty is void if any cuts are made in the field. Any cuts must be made by Principal LED to maintain warranty.

NOTE: The LED neon itself and all its components may not be mechanically stressed. Please ensure that the power supply is adequate to operate the total load. Only qualified personnel should be allowed to perform installations. The design of the housing should be according to the IP standards in the application. If surge protection structure not within power supplies, a lightning protector should be needed additional. Before cutting and sealing, please read the user manual, and please ensure you have read and fully understand it. Please do not twist the product and do not bend it in wrong direction, see Figure 1 for a correct demonstration.

PRINCIPAL LED
WE SPEAK SIGN LANGUAGE

E234157 RoHS CE W 97.5

ADDITIONAL FIXTURE INFO

STREET WRAP™ FLEX BACK-BEND 24 VDC
Flexible LED Illumination

STREET WRAP FLEX

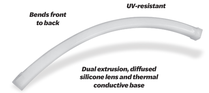
Specifications

Dimensions L x W x H	24-ft and custom lengths available
Input	24 V
Min. bend radius	2.36"
Power	3.66 W/ft.
Operating temp.	-40° C to +65° C
Environment	IP67
Power supply	Principal Sloan 24V
Run footage	Max. 24 ft.
Applications	Neon tube light source, building and sign outline lighting and cover lighting, indoor/outdoor, curvise letters and design
Warranty	5-year Product/5-year Labor

Available with multiple feeds:
- Back
- End

Bends front to back

UV-resistant



Dual extrusion, diffused silicone lens and thermal conductive base

Standard colors cuttable every 3.9370", RGB cuttable every 2.9948"

* Custom colors will utilize white LEDs behind a color matched silicone near-matching, and the MOQ is 4,000ft (1219.2m).

cULus CE RoHS Compliant

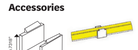
Product Options

CCT/color	Jacket color	Lm/ft	Cut section length	Max. length/ 96 W PS	W/max. length	SKU
6500 K	White	305	3.9370"	287.4016"	87.7	M-SX024-65
5000 K						M-SX024-50
4000 K						M-SX024-40
Red (623 nm)	Red	82				M-SX024-RD
Orange (609 nm)	Orange	116				M-SX024-OR
Yellow (590 nm)	Yellow	158				M-SX024-YL
Green (525 nm)	Green	140				M-SX024-GR
Blue (468 nm)	Blue	20				M-SX024-BL
Cyan	N/A	36	2.8110"	287.7244"	87.5	M-SX024-CN
Pink		17				M-SX024-PK
RGB		N/A				M-SX024-3C

IMPORTANT WARRANTY INFO

This warranty is void if any cuts are made in the field.
Any cuts must be made by Principal Sloan to maintain warranty.
NOTE: The LED neon itself and all its components may not be mechanically stressed. Please ensure that the power supply is adequate to operate the total load. Only qualified personnel should be allowed to perform installations. The design of the housing should be according to the IP standards in the application. If surge protection structure not within power supplies; a lightning protector should be needed additionally. Before cutting and sealing, please read the user manual, and please ensure you have read and fully understand it. Please do not twist the product and do not bend it in wrong direction, see Figure 1 for a correct demonstration.

Accessories



Transparent PC clips*
A-SXMH-CLPL
* Transparent clips are not warranted if used in outdoor applications.

3.28-ft & 8-ft Aluminum mill finish extrusion for outdoor applications
A-SXMH-TRAL

Aluminum mill finish clips for outdoor applications
A-SXMH-CLAL

End Caps*

Silicone end cap
A-SXMH-ECSI
* End caps sold in bulk only, available upon request.

Silicone insert, single color
X-C-SX-SINC

Silicone insert, RGB
X-C-SX-SI3C

Silicone glue
A-SWFX-SA

Wiring

Single color product

RGB product

Types of Feed

principalsloan.com
325.227.4577
3490 Venture Dr., San Angelo, TX 76905

5 YEAR LIMITED WARRANTY

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Specifications subject to change without notice.

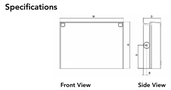
PRINCIPAL SLOAN We Speak Sign Language

ADDITIONAL FIXTURE INFO

WPX LED
Wall Packs

Catalog Number
Notes
Type

Specifications



Front View Side View

Luminaire	Height (H)	Width (W)	Depth (D)	Side Conduit Location		Weight
				A	B	
WPX1	8.1" (20.6 cm)	11.1" (28.3 cm)	3.2" (8.1 cm)	4.8" (10.3 cm)	6.4" (11.6 cm)	6.1 lbs (2.8kg)
WPX2	9.1" (23.1 cm)	12.3" (31.1 cm)	4.1" (10.5 cm)	4.5" (11.5 cm)	8.7" (17.2 cm)	8.2 lbs (3.7kg)
WPX3	9.2" (24.1 cm)	13.8" (35.0 cm)	5.3" (13.7 cm)	4.7" (12.0 cm)	8.7" (17.2 cm)	11.0 lbs (5.0kg)

Introduction

The WPX LED wall packs are energy-efficient, cost-effective, and aesthetically appealing solutions for both HID wall pack replacement and new construction opportunities. Available in three sizes, the WPX family delivers 1,550 to 9,200 lumens with a wide, uniform distribution.

The WPX full cut-off solutions fully cover the footprint of the HID glass wall packs that they replace, providing a neat installation and an upgraded appearance. Reliable IP66 protection and excellent LED lumen maintenance ensure a long service life. Photocell and emergency egress battery options make WPX ideal for every wall mounted lighting application.

Ordering Information

EXAMPLE: WPX2 LED 40K MVOLT DDBXD

Series	Color Temperature	Voltage	Options	Finish
WPX1 LED P1 WPX1 LED P2 WPX2 LED WPX3 LED	30K 3000K 40K 4000K 50K 5000K	MVOLT 120V - 277V 347 347V ⁴	(blank) None EWH Emergency battery backup, CEC compliant (4W, 0°C min)⁵ EWHC Emergency battery backup, CEC compliant (14W, -20°C min)⁵ PE Photocell⁶	DDBXD Dark bronze DWHXD White DBLXD Black Note: For other options, consult factory.

Note: The lumen output and input power shown in the ordering tree are average representations of all configuration options. Specific values are available on request.

NOTES
1 All WPX wall packs come with 6kV surge protection standard. Add SPDA6V option to get WPX1 LED P1 package with 6kV surge protection.
2 Single luminaire: WPX1 LED P1 40K MVOLT SPDA6V DDBXD
3 Battery pack options only available on WPX1 and WPX2.
4 Battery pack options not available with 347V or PE options.

FEATURES & SPECIFICATIONS

INTENDED USE
The WPX LED wall packs are designed to provide a cost-effective, energy-efficient solution for the one-for-one replacement of existing HID wall packs. The WPX1, WPX2 and WPX3 are ideal for replacing up to 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution. WPX is rated for -40°C to 40°C.

CONSTRUCTION
WPX feature a die-cast aluminum main body with optimal thermal management that both maximizes LED efficacy and extends component life. The luminaires are IP66 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL
Light engines and electronics consist of high-efficacy LEDs and LED lumen maintenance of 70% (L70) minimum. Color temperature (CCT) options of 3000K, 4000K and 5000K with minimum CRI of 70. Electronic drivers ensure system factor >90% and THD <20%. All luminaires have 6kV surge protection (Note: WPX1 LED P1 package comes with a standard surge protection rating of 4kV. 6kV surge protection is available as an upgrade option).
All photocell (PE) operate on MVOLT (120V - 277V) input.
Note: The standard WPX LED wall pack luminaires come with field-adjustable driver current features. This feature allows tuning the output current of the LED drivers to adjust the lumen output (to dim the luminaire).

INSTALLATION
WPX can be mounted directly over a standard electrical junction box. Three 1/2 inch conduit ports on three sides allow for surface conduit wiring. A port on the back surface allows pole-through conduit wiring on surfaces that don't have an electrical junction box. Wiring can be made in the integral wiring compartment in all cases. WPX is only recommended for installations with LEDs facing downwards.

LISTINGS
WPX is designed to meet U.S. and Canadian standards. Suitable for wet locations. IP66 Rated. Designed to comply with DLC qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Dark Sky Association (DSA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature.

WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

Performance Data

Electrical Load

Luminaire	Input Power (W)	120V	208V	240V	277V	347V
WPX1 LED P1	11W	0.09	0.05	0.05	0.04	0.03
WPX1 LED P2	24W	0.20	0.12	0.10	0.09	0.07
WPX2	47W	0.39	0.23	0.20	0.17	0.14
WPX3	69W	0.58	0.33	0.29	0.25	0.20

Projected LED Lumen Maintenance
Data references the standard lumen maintenance factor in a 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA LM-21-11).
To calculate L27, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.94	>0.92	>0.90

HID Replacement Guide

Luminaire	Equivalent HID Lamp	WPX Input Power
WPX1 LED P1	100W	11W
WPX1 LED P2	150W	24W
WPX2	250W	47W
WPX3	400W	69W

Lumen Output

Luminaire	Color Temperature	Lumen Output
WPX1 LED P1	3000K	1,537
	4000K	1,568
	5000K	1,602
WPX1 LED P2	3000K	2,748
	4000K	2,912
	5000K	2,954
WPX2	3000K	5,719
	4000K	5,896
	5000K	6,301
WPX3	3000K	8,984
	4000K	9,269
	5000K	9,393

Lumen Ambient Temperature (LAT) Multipliers
Use these factors to determine relative lumen output for luminaires operating in ambient temperatures from 0-40°C (32-104°F).

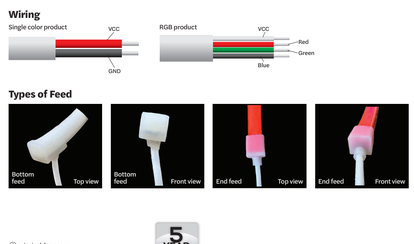
Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Emergency Egress Battery Packs
The emergency battery backup is integral to the luminaire — no external housing or back box is required. The emergency battery will power the luminaire for a minimum duration of 90 minutes and deliver minimum initial output of 550 lumens. Both battery pack options are CEC compliant.

Battery Type	Minimum Temperature Rating	Power (Watts)	Controls Options	Ordering Example
Standard	0°C	4W	E4WH	WPX2 LED 40K MVOLT E4WH DDBXD
Cold Weather	-20°C	14W	E14WC	WPX2 LED 40K MVOLT E14WC DDBXD

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting WPX LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.



LITHONIA LIGHTING
One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV

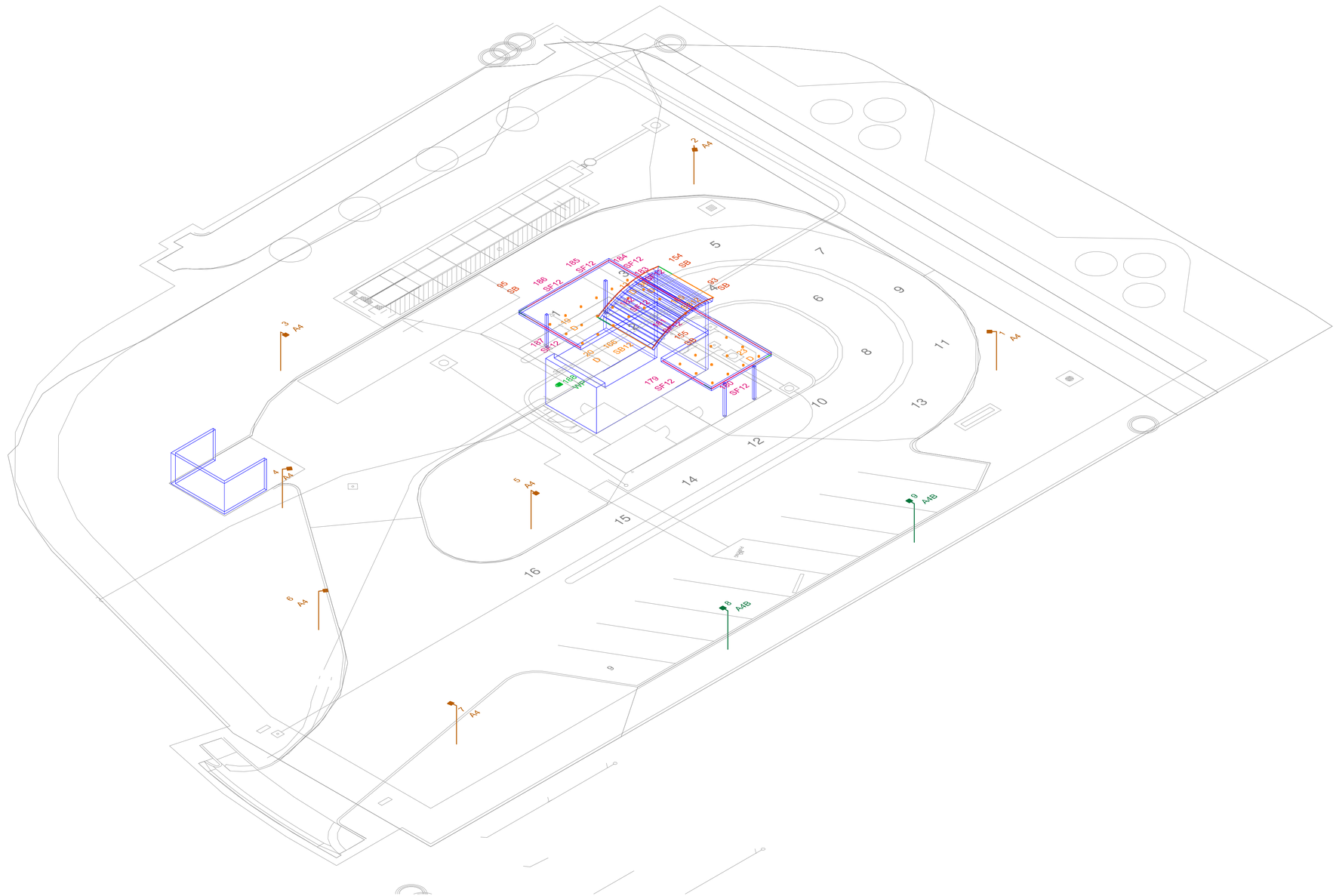
AREA

DOWNLIGHT

STREET WRAP

STREET WRAP

WALL MOUNTED



REDLEONARD ASSOCIATES

1340 Kemper Meadow Dr, Forest Park, OH 45240
513-574-9500 | redleonard.com

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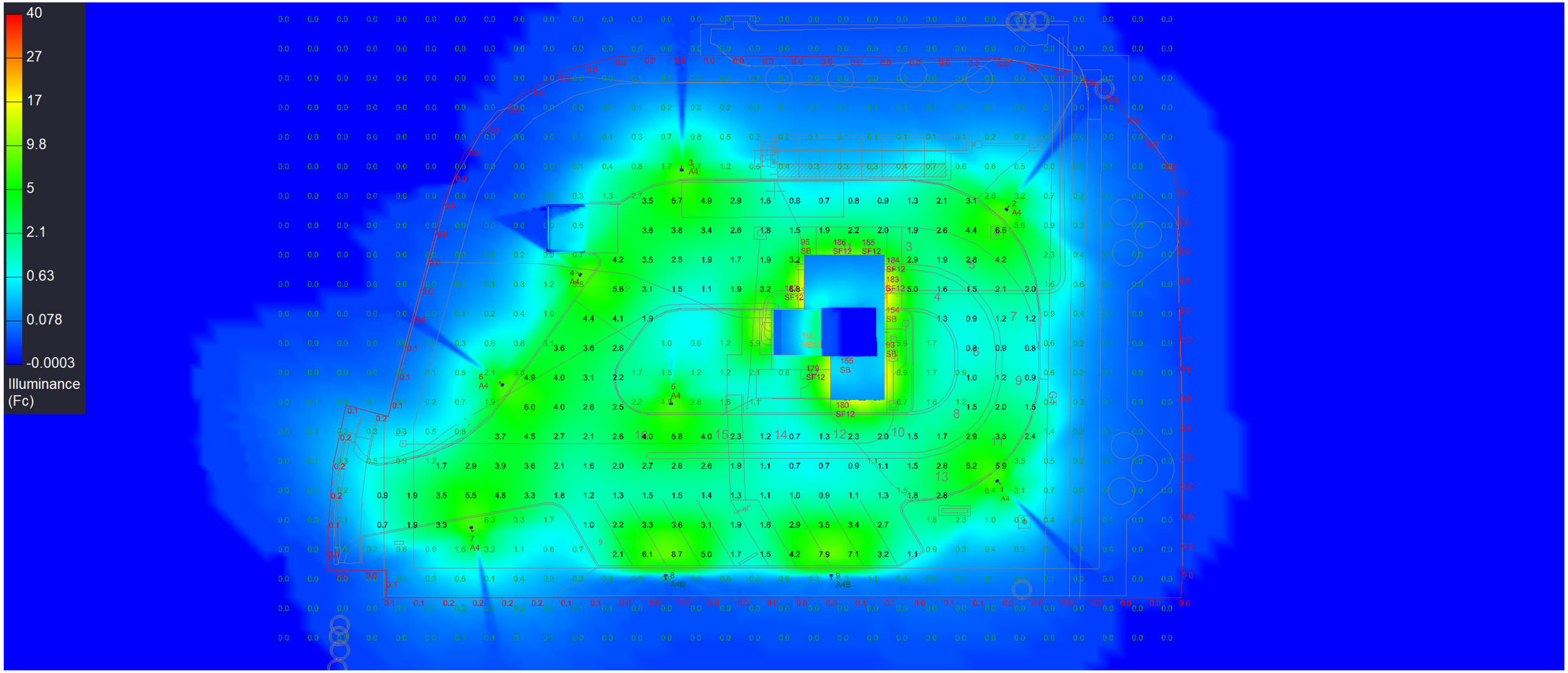
PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R3

SEVEN BREW DRIVE THRU COFFEE



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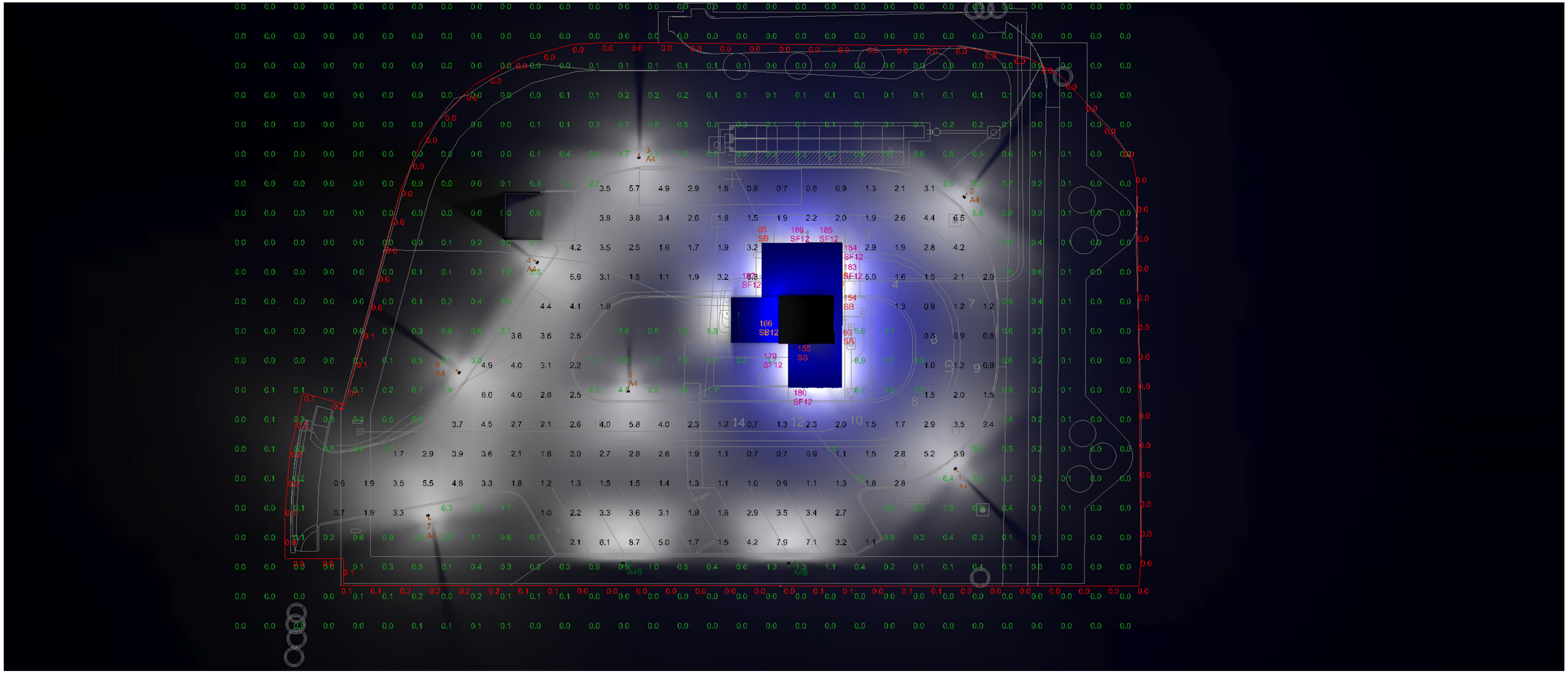
PROJECT NAME:
7 BREW
FAIRHOPE, AL
DRAWING NUMBER:
RL-10650-S1-R3



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PROJECT NAME:
7 BREW
FAIRHOPE, AL

DRAWING NUMBER:
RL-10650-S1-R3

SEVEN BREW DRIVE THRU COFFEE

HARRISON FRENCH
& ASSOCIATES, PLLC
HFA

Payton Rogers, CAPZO
Planning & Zoning Manager
451 Pecan Ave
Fairhope, AL 36532

Mr. Rogers,
I have analyzed the 7 Brew site in question and provided the following ITE Trip Gen information below. Based on the Plat it is my understanding that the site will fall within the parameters outlined in the Plat. Thank you.

Weekday AM Peak Hour:
91 Total Trips, 46 (Entry), 45 (Exit)
w/ 50% Pass-By Rate: 46 Total, 23 (Entry), 23 (Exit)

Weekday PM Peak Hour:
34 Total Trips, 17 (Entry), 17 (Exit)
w/50% Pass-By Rate: 17 Total, 9 (Entry), 9 (Exit)

Thank you,

Garrett Small, PE

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-759

FROM:	Hunter Simmons, PLANNING DIRECTOR
SUBJECT:	Site Plan Review and Approval - Request of the Applicant, Lieb Engineering, on behalf of the Owner, Rockwell LLC, for Site Plan Approval of Jiffy Lube Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 2 of Rockwell Place on the northeast corner of State Highway 181 and State Highway 104 and is .99 ± acres. PPIN #: 633810. (Planning Commission voted to recommend approval of SR 26.01).
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

Council Approval

BACKGROUND INFORMATION:

At its meeting on March 2, 2026 the Planning Commission approved the applicant's request conditioned upon 1) revision of the Site Plan to accurately label all easements and setbacks in accordance with the Final Plat for Rockwell Place Commercial Subdivision (Resubdivision of Lot 1 and Common Areas 1 & 2, Rockwell Place); 2) provision of a note on the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance; 3) revision of the Site Plan, Civil Plans, and Elevation Plans to include compliant mechanical screening or relocation of all mechanical equipment to the roof; 4) provision of Architectural Plans prior to issuance of Building Permit illustrating compliant dumpster screening; and 5) Full compliance with the City of Fairhope Trees and Landscape Ordinance.

All conditions of approval have been addressed by the applicant.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

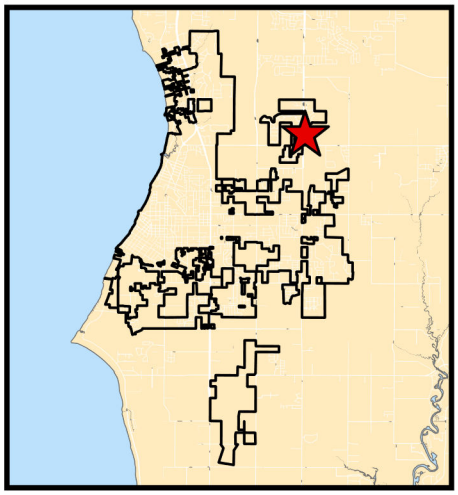
Individual(s) responsible for follow up:

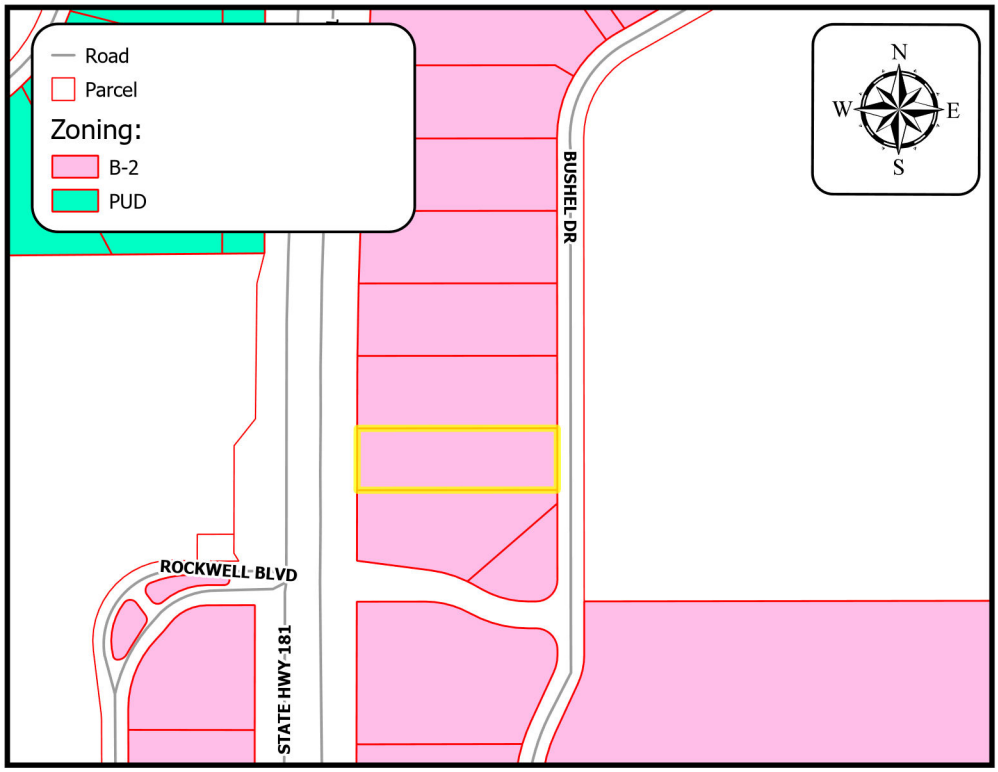
Action required (list contact persons/addresses if documents are to be mailed or emailed):

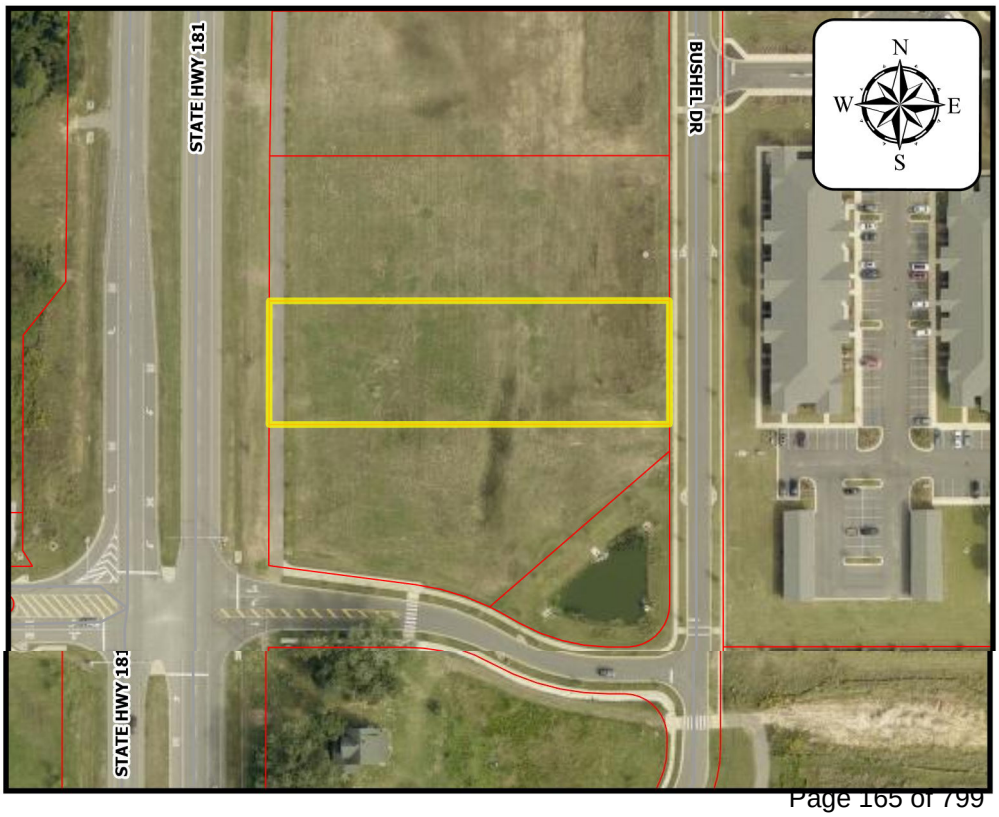
City of Fairhope
City Council
March 23, 2026

Planning Commissin (8 Ayes)(0 Nays)(1 Abstention) voted to recommend approval of SR 25.09

SR 26.01 - Jiffy Lube







Project Name:
Jiffy Lube
Site Data:
0.99 acres
Project Type:
Site Plan Approval
Jurisdiction:
Fairhope Planning Jurisdiction
Zoning District:
B-2, General Business District
PPIN Number:
633808
General Location:
Northeast corner of State Highway 181 and State Highway 104
Surveyor of Record:
Lieb Engineering
Engineer of Record:
Lieb Engineering
Owner / Developer:
Rockwell LLC
School District:
Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:
Approved w/ Conditions
Prepared by:
Payton Rogers

COMMENTS FOR CITY COUNCIL

At its meeting on March 2, 2026 the Planning Commission approved the applicant's request conditioned upon 1) revision of the Site Plan to accurately label all easements and setbacks in accordance with the Final Plat for Rockwell Place Commercial Subdivision (Resubdivision of Lot 1 and Common Areas 1 & 2, Rockwell Place); 2) provision of a note on the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance; 3) revision of the Site Plan, Civil Plans, and Elevation Plans to include compliant mechanical screening or relocation of all mechanical equipment to the roof; 4) provision of Architectural Plans prior to issuance of Building Permit illustrating compliant dumpster screening; and 5) Full compliance with the City of Fairhope Trees and Landscape Ordinance.

All conditions of approval have been addressed by the applicant.

SUMMARY OF REQUEST

Request of the Applicant, Lieb Engineering, on behalf of the Owner, Rockwell LLC, for Site Plan Approval of Jiffy Lube Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 2 of Rockwell Place north of the northeast corner of State Highway 181 and State Highway 104 and is 0.99± acres.

SITE HISTORY

The subject site has had numerous Subdivision, Multiple Occupancy Project (MOP), and Zoning Change applications before both the City of Fairhope and County Planning Commissions. Most recently the subject site was before the Planning Commission at its July 7, 2025 meeting included as part of a request for approval of a 10-Lot Major Subdivision to resubdivide Rockwell Place Lot 1.

STAFF COMMENTS

Site Plan
The proposed site plan is attached to the end of this report as an exhibit.

Setbacks - COMPLIANT
The Final Plat recorded for Rockwell Place Commercial Subdivision establishes setback requirements for Lot 2 to be 70 feet from the East property line along Bushel Drive, zero (0) feet from the North and South property lines, and 30 feet from the West property line along State Highway 181. All setbacks are illustrated as compliant on the proposed Site Plan. However, some are incorrectly labeled. On the West side of the Lot the 20-foot Drainage & Utility Setback should be revised to state "20' Drainage and Utility Easement", the Minimum Highway Setback should be revised to state "Minimum Highway Construction Setback (125' From Centerline), and the 30-foot Landscape & Greenspace Buffer should be revised to state "30' Landscape & Greenspace Buffer & Minimum Building Setback". If approved, the Site Plan should be revised to reflect the aforementioned labels accurately.

On the East side of the Lot the proposed Site Plan illustrates two different building setbacks. As previously stated the Final Plat for Rockwell Place Commercial Subdivision established a minimum 70-foot Front Building Setback along Bushel Drive for the subject site. As such, if approved, the Site Plan should be revised to remove the additional 40-foot setback illustrated.

Buildings - COMPLIANT
B-2, General Business District has a required maximum building height of 30 feet. The proposed building height for the one-story structure is 22 feet.

Tree & Landscaping - COMPLIANT
The City of Fairhope Trees and Landscaping Ordinance details all tree planting and landscape area requirements for commercial development. As proposed, the Site Plan illustrates full compliance with the Trees and Landscaping Ordinance (see exhibits). The Tree and Landscape plan illustrates nine (9) overstory trees which currently exist on site that, while not of a large enough size to count as Credit Trees, do count towards required tree plantings. It's important to note, however, that these nine (9) overstory trees were included as required street tree and greenspace buffer plantings approved with the various Rockwell Place subdivisions, and as such, cannot be removed and must be protected throughout construction.

If approved a note should be added to the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance.

Parking - NON-COMPLIANT
Article IV-E.4 Table 4-3, *Parking Schedule* requires a minimum of five (5) parking spaces for the subject site and allows for an overage of one (1) additional space not to exceed a total of six (6) spaces for the site. As proposed, the Site Plan illustrates seven (7) parking spaces in total which includes one (1) handicap spaces and two (2) compact spaces. As such, if approved, the Site Plan should be revised to remove one (1) of the excess parking spaces while maintaining compliance with compact car and pervious surfacing parking standards.

Connectivity - COMPLIANT
Sidewalks and pedestrian connectivity are illustrated along Bushell Drive, as required. Additionally, the proposed Site Plan provides direct access to the existing 11-foot-wide multi-purpose trailway along State Highway 181.

Drainage - COMPLIANT
Drainage has been accounted for the entire commercial portion of Rockwell Place in accordance with SD 25.08.

Exterior Lighting - COMPLIANT
As proposed, all exterior lighting is compliant with Article IV Section B.3 of the Zoning Ordinance.

Mechanical Equipment - NON-COMPLIANT
As illustrated, the Site Plan depicts HVAC mechanical equipment to be located on a concrete pad north of the proposed structure and does not illustrate any mechanical screening as required by Article IV.B.2.a. As such, if approved, the Site Plan, Civil Plans, and Elevation Plans should be revised to include compliant mechanical screening or relocation of all mechanical equipment to the roof.

Dumpster - NON-COMPLIANT
The proposed plans illustrate a dumpster with screening on the East side of the proposed parking area. However, a dumpster detail was not provided illustrating compliant screening. As such, if approved Architectural Plans should be provided illustrating compliant dumpster screening.

Signage - N/A
Signage will be reviewed at time of a sign permit submittal. It should be noted that as proposed, the subject site is allowed a maximum of two (2) building signs and two (2) freestanding signs with the total aggregate surface area for ALL permitted signage to be no greater than 50 square feet.

Erosion Control - COMPLIANT
An erosion control plan was submitted with the application and is acceptable.

Utilities - COMPLIANT
A utility plan was submitted and has been reviewed and approved by the appropriate providers. No utility upgrades are required.

ADA Standards - COMPLIANT
ADA requirements per the Architect are met and at time of building permit will be further verified.

Traffic - COMPLIANT
A traffic study was conducted for Rockwell Place Subdivision, and the road infrastructure was designed in accordance with the recommendations from the traffic study. Shared access points are on the plat to limit the number of curb cuts on Bushel Drive.

Lot Access - COMPLIANT
As illustrated, the Site Plan proposes shared access with Lot 1 to the South in accordance with the Rockwell Place Commercial Subdivision Final Plat.

Comprehensive Plan - COMPLIANT
Rockwell Place is in a newly recognized Suburban Mixed-Use Center in the proposed Comprehensive Plan.

Impacts on Surrounding Neighborhood - COMPLIANT
As previously stated, the subject site is zoned B-2. Directly adjacent to the site are the Rockwell Place Apartments. Proper buffers are included in the plans to mitigate the conflicting land uses.

Benefits to the Community - COMPLIANT
There are a lot of residential units being built in the immediate surrounding area, especially to the North. A commercial retail center with a variety of retail/restaurant/office/commercial units will be a benefit to the residential subdivisions.

SITE PLAN CONSIDERATIONS

Standards of Review:

Article II Section C.2.d of the City of Fairhope Zoning Ordinance sets forth all criteria for reviewing Site Plan Review requests.

Staff Recommendation:

Staff recommends **APPROVAL** of SR 26.01 – Jiffy Lube Fairhope Site Plan with the following conditions:

1. Revision of the Site Plan to accurately label all easements and setbacks in accordance with the Final Plat for Rockwell Place Commercial Subdivision (Resubdivision of Lot 1 and Common Areas 1 & 2, Rockwell Place);
2. Provision of a note on the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance;
3. Revision of the Site Plan to remove one (1) of the excess parking spaces while maintaining compliance with compact car and pervious surfacing parking standards;
4. Revision of the Site Plan, Civil Plans, and Elevation Plans to include compliant mechanical screening or relocation of all mechanical equipment to the roof; and
5. Provision of Architectural Plans prior to issuance of Building Permit illustrating compliant dumpster screening.

Planning Commission Recommendation:

Staff recommends **APPROVAL** of SR 26.01 – Jiffy Lube Fairhope Site Plan with the following conditions:

1. Revision of the Site Plan to accurately label all easements and setbacks in accordance with the Final Plat for Rockwell Place Commercial Subdivision (Resubdivision of Lot 1 and Common Areas 1 & 2, Rockwell Place);
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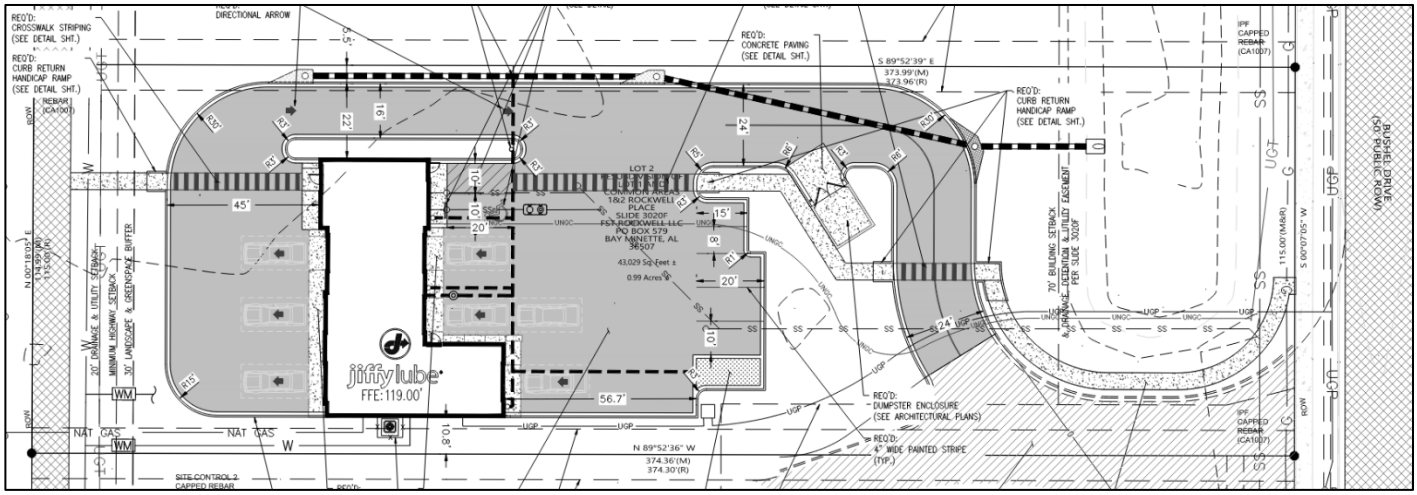
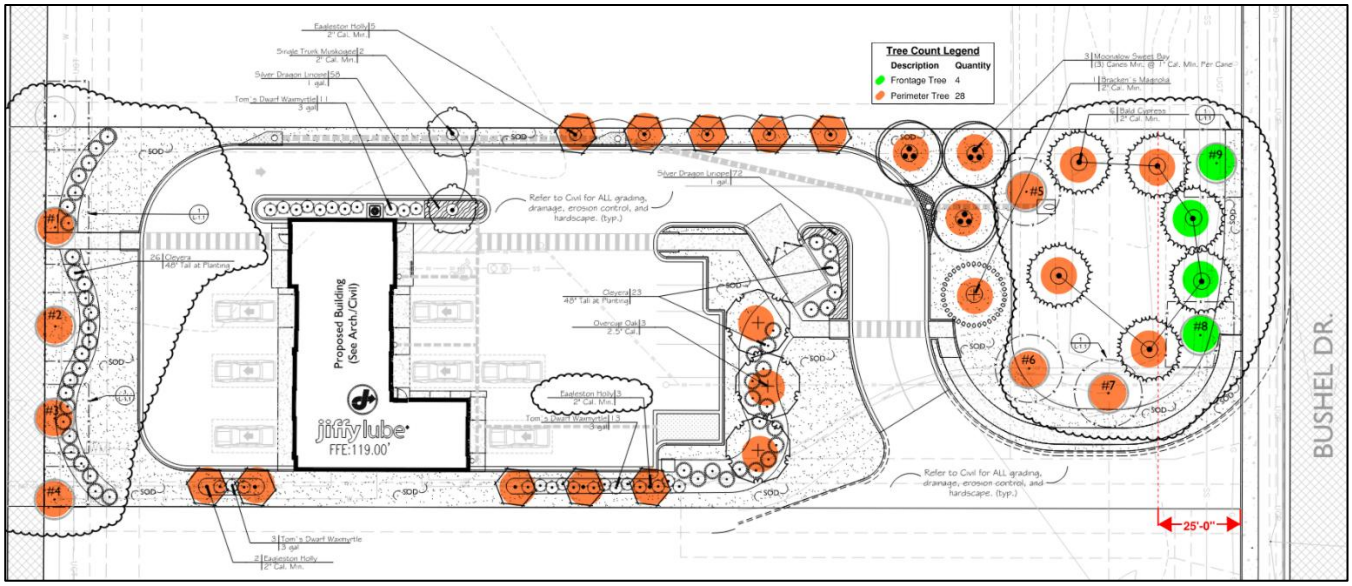
5. Full Compliance with the City of Fairhope Trees and Landscape Ordinance.

Proposed Site Plan Revised for City Council

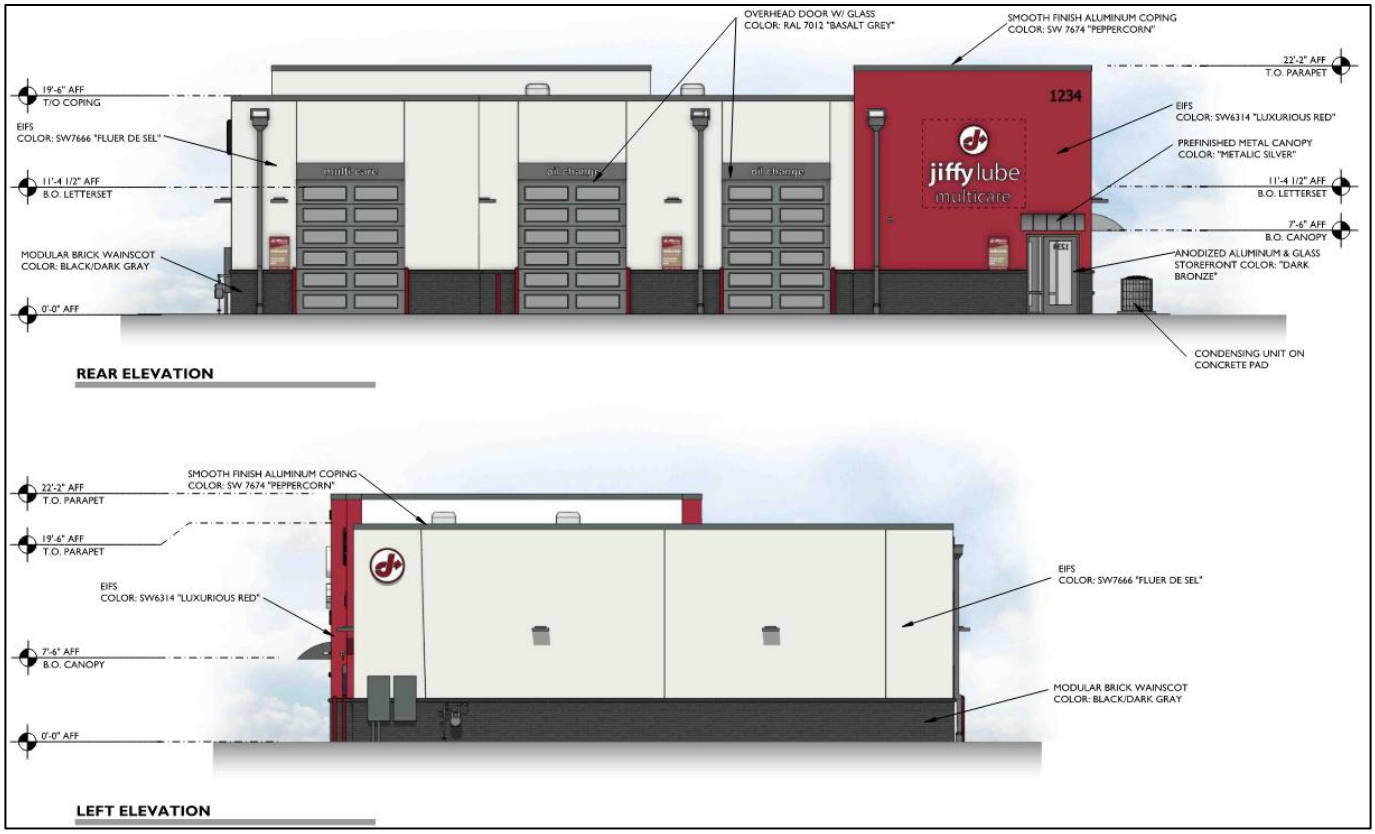


Proposed Tree & Landscape Plan Revised for City Council



TREE & LANDSCAPE COMPLIANCE TABLE			
Reviewed by	Payton Rogers		
Date	02/19/26		
Total	Plan Required	Plan Provided	Plan Compliance?
Landscape Area			
Total Landscape Area	8,603	18,170	Yes
Front Landscape Area	5,162	17,256	Yes
Frontage Trees	**3**	**4**	Yes
Frontage 1	3	4	Yes
Frontage 2	0	0	
Frontage 3	0	0	
Frontage 4	0	0	
Perimeter Trees	**28**	**28**	Yes
Parking Trees	**0**	**0**	
Overstory	0	0	
Understory	0	0	
Parking Understory < 50%			
Total	**31**	**32**	Yes
Overstory	31	32	Yes
Understory	0	0	
Total Trees Saved (Credits)	**0**		
Total New Overstory Planted	**32**		
Total New Understory Planted	**0**		
Species Richness (> 4)	**6**		Yes

Proposed Elevations



THE CITY OF FAIRHOPE PLANNING COMMISSION

PLANNING & ZONING DEPARTMENT

NOTICE OF ACTION TAKEN

Meeting Date: March 3, 2026
Case Number: SR 26.01 – Jiffy Lube Fairhope
Property Location: Northeast corner of State Highway 181 and State Highway 104
PPIN #: 633808
Applicant: Lieb Engineering
Engineer / Surveyor: Lieb Engineering
Request: Site Plan approval of Jiffy Lube Fairhope

Action Taken by the Commission: Approval

Conditions of Approval:

1. Revision of the Site Plan to accurately label all easements and setbacks in accordance with the Final Plat for Rockwell Place Commercial Subdivision (Resubdivision of Lot 1 and Common Areas 1 & 2, Rockwell Place);
2. Provision of a note on the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance;
3. Revision of the Site Plan, Civil Plans, and Elevation Plans to include compliant mechanical screening or relocation of all mechanical equipment to the roof;
4. Provision of Architectural Plans prior to issuance of Building Permit illustrating compliant dumpster screening; and
5. Full compliance with the City of Fairhope Trees and Landscape Ordinance.

Hunter Simmons
Director of Planning & Development

FAIRHOPE JIFFY LUBE

BUSHEL DRIVE
FAIRHOPE, AL 36532

INDEX TO SHEETS

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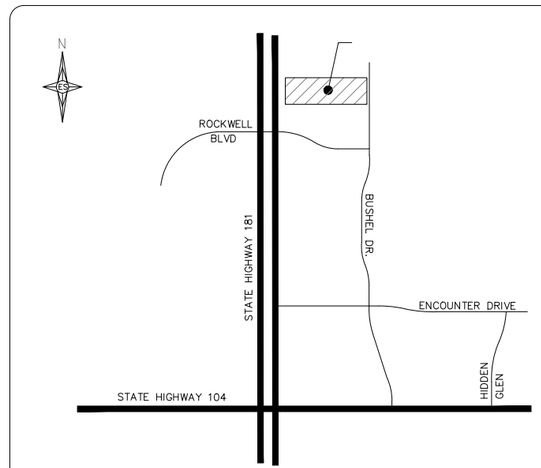


VICINITY MAP
NOT TO SCALE

PROJECT CONTACT INFORMATION

OWNER:
GUGGENHEIM DEVELOPMENT SERVICES, LLC
3000 INTERNET BLVD. SUITE 570
FRISCO, TX. 75034
CONTACT: ANGEL ROBINSON

ENGINEER:
LIEB ENGINEERING COMPANY, LLC
7671 PARKER ROAD
FAIRHOPE, AL. 36532
(251) 978-9779
CONTACT: CHRIS LIEB, PE

SURVEYOR:
GONZALEZ – STRENGTH & ASSOCIATES, INC.
1550 WOODS OF RIVERCHASE DRIVE, SUITE 200
HOOVER, AL. 35244
(205) 942-2486
CONTACT: DEREK MEADOWS

ALABAMA ONE-CALL

THE CONTRACTOR IS REQUIRED TO CALL "ALABAMA ONE-CALL" 1-800-292-8525 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION AND SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.

ISSUED FOR REVIEW

REVISIONS

A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102
DRAWN BY: JLG DATE: 1/20/2026 SCALE: AS SHOWN
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

FAIRHOPE JIFFY LUBE
TITLE SHEET
FAIRHOPE, AL
OWNER:

SHEET NUMBER 1 OF 11

C1.0 A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
1/20/2026

SITE LOCATION

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO CONSTRUCT THIS PROJECT AND PAY ALL PERMIT FEES. ALL PERMITS MUST BE IN-HAND PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION.
3. CONSTRUCTION SITE SAFETY, INCLUDING ALL ADEQUATE TEMPORARY BRACING AND SHORING, IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO FIELD LOCATE ANY AND ALL UTILITIES PRIOR TO ORDERING MATERIALS AND/OR BEGINNING CONSTRUCTION. ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO LIEB ENGINEERING IMMEDIATELY. THE CONTRACTOR SHALL EXERCISE DUE CARE TO PROTECT THEM FROM DAMAGE DURING EXCAVATION AND CONSTRUCTION.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES AND IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS ON OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. ALL EXCAVATIONS SHALL ADHERE TO THE PROVISIONS OF THE MOST CURRENT OSHA STANDARDS AND SPECIFICATIONS.
7. THIS PROPERTY IS IN ZONE "X" AS PER THE MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION COMMUNITY PANEL NUMBER 661 OF 1100 FOR BALDWIN COUNTY AND MAP NUMBER 01003C0661M AS PER REVISED MAP DATED APRIL 19, 2019.
8. SURVEY DATA WAS COMPILED FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY GONZALEZ – STRENGTH & ASSOCIATES, INC.

SITE DEMOLITION NOTES:

1. ALL EXISTING IMPROVEMENTS SHALL REMAIN WITHIN THE LIMITS OF CONSTRUCTION UNLESS SPECIFICALLY NOTED,"TO BE REMOVED".
2. CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING ITEMS TO BE SALVAGED, REMOVED AND REUSED, ETC. CONTRACTOR TO USE CAUTION NOT TO DAMAGE THESE ITEMS DURING REMOVAL AND/OR REUSE. ANY DAMAGED ITEMS SHALL BE REPAIRED/REPLACED AT CONTRACTOR'S EXPENSE.
3. ANY AND ALL UTILITIES IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED OR RELOCATED. COORDINATE WITH UTILITY PROVIDER PRIOR TO REMOVAL/RELOCATION.
4. SAWCUT EXISTING HARDSCAPES AT LIMITS OF REMOVAL. ASPHALT PAVING SHALL BE MILLED A MINIMUM OF 8" TO ENSURE A SMOOTH TRANSITION TO PROPOSED ASPHALT PAVING.
5. CONTRACTOR TO DISPOSE OF ALL DEMOLITION AND CONSTRUCTION DEBRIS AT LEAST WEEKLY IN AN APPROVED MANOR.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, RELOCATION OR PROTECTION OF ALL ABOVE AND BEOW GROUND EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS UNLESS NOTED.

LAYOUT NOTES:

1. TOPOGRAPHY AND SITE BOUNDARIES SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO ORDERING MATERIALS AND/OR BEGINNING CONSTRUCTION. IMMEDIATELY NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
2. ALL DIMENSIONS AND COORDINATES SHOWN ARE TO THE OUTSIDE FACE OF BUILDING TO THE BACK OF CURB, OR TO THE EDGE OF SURFACING UNLESS OTHERWISE NOTED.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL BENCHMARKS AND PROPERTY CORNERS. ANY REPLACEMENT WILL BE AT THE CONTRACTOR'S EXPENSE.
4. VERIFY ALL DIMENSIONS AND CONDITIONS RELATED TO EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF LIEB ENGINEERING. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. SCALE IS FOR GUIDELINE PURPOSES ONLY. IF DIMENSIONS ARE UNCLEAR, DO NOT SCALE. REQUEST CLARIFICATION FROM THE ENGINEER.
5. CONTRACTOR SHALL FOLLOW STATE REQUIREMENTS FOR SURVEY PRACTICES FOR CONSTRUCTION LAYOUT WORK.

GRADING NOTES:

1. THE LIMITS OF CLEARING SHALL BE AT THE EDGE OF PROPOSED GRADING OR THE PROPERTY LINE, WHICHEVER IS LESS.
2. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING COMPACTION TESTING.
3. ALL TOP SOIL WITHIN LIMITS OF CONSTRUCTION (5' BEYOND THE BUILDING FOOTPRINT AND 3' BEYOND PAVEMENTS AND WITHIN THE LIMITS OF GRADING) SHALL BE STRIPPED AND STOCKPILED ON SITE IN AN APPROVED MANNER. TOPSOIL SHALL BE SPREAD 6" DEEP ON ALL NON HARDSCAPE AREAS TO BRING TO FINISHED GRADE. ANY EXCESS TOPSOIL SHALL BE DISPOSED OF OFF SITE IN AN APPROVED MANNER.
4. IN CUT AREAS, SUBGRADE SHALL BE SCARIFIED A MINIMUM OF 1' AND RECOMPACTED BEFORE PLACING FILL OR ANY OTHER IMPROVEMENTS. RECOMPACTION SHALL MEET THE SPECIFIED DENSITY AND MOISTURE CONTENT IN GRADING NOTE #6 AND #7.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SUBGRADE AFTER IT HAS BEEN INITIALLY PREPPED DUE TO INCLEMENT WEATHER AND CONSTRUCTION TRAFFIC.
6. ALL STRUCTURAL FILL MATERIAL SHALL EXHIBIT CL, SP, SP-SM, SM OR SC CLASSIFICATION ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM HAVE A MAXIMUM OF 10% SOIL FINES PASSING THE NO. 200 SIEVE HAVE A MAXIMUM LIQUID LIMIT (LL) OF 50 HAVE A PLASTICITY INDEX (PL) OF 25 HAVE A MINIMUM STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY OF 110 PCF. MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND EACH LIFT COMPACTED TO 98 PERCENT STANDARD PROCTER DENSITY AS PER ASTM-D698, AT A FIELD MOISTURE WITHIN ±2 PERCENT OF OPTIMUM. ON SITE SOILS FREE OF ORGANICS AND DELETERIOUS MATERIALS AND SATISFYING THE SPECIFICATIONS PROVIDED ABOVE MAY BE STOCKPILED AND USED AS STRUCTURAL FILL.
7. PIPE BEDDING SHALL BE "SELECT SAND." THE MATERIAL SHALL CONTAIN LESS THAN 10% PASSING THE #200 SIEVE AND 90% OR LESS PASSING THE #40 SIEVE, BY WEIGHT. MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND EACH LIFT COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY AS PER ASTM-D698, AT A FIELD MOISTURE WITHIN ±3 PERCENT OF OPTIMUM. ON SITE SOILS FREE OF ORGANICS AND DELETERIOUS MATERIALS AND SATISFYING THE SPECIFICATIONS PROVIDED ABOVE MAY BE STOCKPILED AND USED AS STRUCTURAL FILL.
8. SUBGRADE SHALL BE PROOF ROLLED WITH A HEAVILY LOADED DUMP TRUCK AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL FOUNDATIONS, PAVING, ETC.. ANY AREAS SHOWING SIGNS OF PUMPING, RUTTING, OR ANY UNSUITABLE (ORGANIC, SOFT, WET, LOOSE) MATERIAL FOUND IN PLACE SHALL BE UNDERCUT AND REPLACED, OR MOISTURE CONDITIONED AND COMPACTED TO THE SPECIFIED DENSITY AND MOISTURE CONTENT SPECIFIED.
9. FINISHED GRADES ARE SHOWN ON THIS PLAN. CONTRACTOR SHALL MAKE THE APPROPRIATE HOLDDOWNS FOR SUBGRADE ELEVATIONS.
10. STORM DRAINAGE INLETS SHALL BE LOCATED AT THE LOWPOINTS. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
11. CONTRACTOR SHALL PROVIDE FOR PERSONNEL AND VEHICULAR PROTECTION AT ANY OPEN EXCAVATIONS IN ACCORDANCE WITH 29 CFR PART 1926 AS WELL AS ANY REQUIREMENTS FOR EXCAVATIONS GREATER THAN FOUR (4) FEET IN DEPTH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING ADJACENT TO EXISTING STRUCTURES AND UNDERGROUND UTILITIES DURING ALL EXCAVATION OPERATIONS. TYPE OF SHORING AND PROCEDURE TO BE FOLLOWED MAY BE SUBJECT TO THE ENGINEER'S REVIEW BUT THE STRUCTURAL ADEQUACY OF THESE SYSTEMS, AS WELL AS DAMAGES TO THE EXISTING FACILITIES, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
13. COMPACTION TESTS SHALL BE TAKEN AT THE RECOMMENDATION OF THE ON-SITE GEOTECHNICAL ENGINEER.
14. COMPACTION WITHIN LIMITED SPACES (I.E. MANHOLES, INLETS, UTILITY TRENCHES) SHOULD BE BACKFILLED AND COMPACTED SYSTEMATICALLY, AT THE DIRECTION OF THE ON-SITE GEOTECHNICAL ENGINEER. SAND BACKFILL SHALL BE INSTALLED IN 12" LOOSE LIFTS AND COMPACTED WITH 6-8 PASSES OF A VIBRATORY COMPACTOR.
15. DEWATERING SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. PROTECT SUBGRADES FROM SOFTENING, UNDERMINING, WASHOUT, AND DAMAGE BY RAIN OR WATER ACCUMULATION. REROUTE SURFACE WATER RUNOFF AWAY FROM EXCAVATED AREAS. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. DO NOT USE EXCAVATED TRENCHES AS TEMPORARY DRAINAGE DITCHES. INSTALL A DEWATERING SYSTEM TO KEEP SUBGRADES DRY AND CONVEY GROUND WATER AWAY FROM EXCAVATIONS. MAINTAIN UNTIL DEWATERING IS NO LONGER REQUIRED.
16. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS MAINTAINED THROUGHOUT CONSTRUCTION. PONDING AND STANDING WATER SHALL BE KEPT TO A MINIMUM.
17. THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. THE SLOPE IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE. HANDICAP RAMPS SHALL NOT EXCEED 1:12 SLOPE IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE.
18. THE FINISHED GRADE SHALL SLOPE AWAY FROM THE BUILDING(S) AT LEAST 1.0%. THE FINISHED GRADE SHALL BE 6" BELOW THE BUILDING FINISHED FLOOR ELEVATION UNLESS OTHERWISE NOTED ON DRAWINGS. WATERPROOFING SHALL BE REQUIRED AT ALL LOCATIONS WHICH THE FINISHED GRADE IS ABOVE THE FINISHED FLOOR ELEVATION. CONTRACTOR SHALL NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.

EROSION CONTROL NOTES:

1. SITE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A "NOTICE OF REGISTRATION"(NOR) FROM ADEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MONITORING, INSPECTIONS, ETC. TO ENSURE THE OWNER THAT THE SITE IS AT ALL TIMES IN ACCORDANCE WITH ADEM RULES & REGULATIONS. DOCUMENTATION OF INSPECTIONS BY A Q.C.I. OR Q.C.P. SHALL BE MAINTAINED BY THE CONTRACTOR AND PROVIDED TO THE OWNER AT HIS/HER REQUEST. ANY AND ALL FEES, FINES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
4. EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE A MINIMUM. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS.
5. EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES , CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
7. EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD, ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
8. AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
9. DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
10. A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
11. ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY
12. ALL PREVIOUSLY GRADED AREAS SHALL RECEIVE 4 INCHES OF TOPSOIL AND PERMANENT GRASSING UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
13. PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
14. ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
15. WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET AS INSTALLED.
16. GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
17. GEOTEXTILE SHALL BE PLACED ON ALL DITCH BOTTOMS & 1' UP EACH SIDE. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC250 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
18. GOOD HOUSEKEEPING PRACTICES AND PREVENTATIVE MAINTENANCE SHALL BE PERFORMED ON SITE DAILY TO PREVENT POLLUTION SOURCES FROM CONTACTING STORMWATER AND GROUND WATER. THIS INCLUDES, BUT IS NOT LIMITED TO: EQUIPMENT INSPECTION FOR LEAKS OF HAZARDOUS MATERIALS, PICKUP AND PROPER DISPOSAL OF WASTE MATERIALS TO APPROVED DISPOSAL SITES, STORING CONTAINERS AND BAGS AWAY FROM TRAFFIC ROUTES, PUBLICIZING POLLUTION PREVENTION CONCEPTS THROUGH POSTERS, WASHING EQUIPMENT AND VEHICLES AT APPROVED WASHING LOCATIONS, AND USING ONLY WATER (NO DETERGENTS) FOR WASHING ACTIVITIES.
19. AT A MINIMUM, THE EROSION CONTROL DEVICES SHOWN ON THESE PLANS SHALL BE INSTALLED. ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE IMMEDIATELY INSTALLED UPON ANY ADDITIONAL SILTATION, EROSION, AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS NOT MITIGATED OR UNFORESEEN BY THIS SET OF PLANS.
20. ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 13 DAYS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH ALDOT SPECIFICATIONS SECTION 652 AND 656.

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE LATEST EDITION AND REVISION OF PART VI OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE APPROVED TRAFFIC CONTROL PLAN FOR ALL CONSTRUCTION WITHIN WORK AREAS SHOWN AND DESCRIBED IN PART VI OF THE MUTCD.
2. PERMANENT ROADWAY SIGNS OR TEMPORARY CONSTRUCTION SIGNS WHICH ARE NOT APPLICABLE OR INAPPROPRIATE FOR THE CURRENT CONDITIONS SHALL BE COVERED OR REMOVED.
3. THE DIMENSIONS SHOWN OR DESCRIBED FOR LOCATING CONSTRUCTION SIGNS ARE NOMINAL. THE ACTUAL DIMENSIONS SHALL BE ADJUSTED TO BEST FIT LOCAL CONDITIONS AND PROVIDE MAXIMUM VISIBILITY.
4. IF TRAFFIC CONTROL DEVICES ARE NECESSARY FOR PROPER WARNING AND TRAFFIC CONTROL AFTER SUNSET, THEN AS A MINIMUM, TYPE "B" WARNING LIGHTS SHALL BE PLACED ON THE FIRST WARNING SIGN AND CHANNELIZING DRUM AND TYPE "A" REFLECTIVE SHEETING SHALL BE REQUIRED ON ALL SIGNS.
5. HAZARDOUS CONDITIONS ON OPEN ROADWAYS SUCH AS PAVEMENT DROP-OFFS IN EXCESS OF 2"; CONSTRUCTION MATERIALS, VEHICLES, OR EQUIPMENT STORED OR PLACED WITHIN THE ROADWAY RIGHT-OF-WAY; AND OPEN TRENCHES ACROSS OR NEAR THE ROADWAY SHALL NOT BE ALLOWED UNLESS THE CONTRACTOR IS ON SITE AND WORKING, AND PROPER TRAFFIC CONTROL MEASURES ARE BEING TAKEN.
6. THE CONTRACTOR SHALL KEEP OPEN ROADWAYS CLEAN AND FREE OF CONSTRUCTION DEBRIS, DIRT, LOOSE GRAVEL OR OTHER MATERIAL THAT MAY CAUSE HAZARDOUS DRIVING CONDITIONS.
7. TRAFFIC CONTROL DEVICES SHALL MEET THE STANDARD MATERIAL AND INSTALLATION REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF THE AL.D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
8. ROADWAYS AND DRIVEWAYS SHALL REMAIN OPEN DURING CONSTRUCTION.
9. CHANNELIZING DEVICES SHALL BE PLACED AT 10' ON CENTER ALONG MINIMUM 20' RADII TO CHANNELIZE TRAFFIC INTO AND OUT OF INTERSECTING ROAD AND DRIVES WITHIN AREAS WHERE CHANNELIZING DEVICES ARE REQUIRED. TEMPORARY REGULATORY SIGNS SUCH AS STOP SIGNS AND YIELD SIGNS SHALL BE PLACED AS NECESSARY FOR PROPER TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.
10. STANDARD LANE CLOSURE TIMES ARE 9AM-3PM MONDAY-FRIDAY FOR ALDOT ROUTES.

STORM DRAINAGE NOTES:

1. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL STORM PIPE MATERIALS TO LIEB ENGINEERING PRIOR TO INSTALLATION AND/OR FABRICATION.
2. ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) ARE TO BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
3. STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
4. THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED STORM PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. LIEB ENGINEERING SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
5. PROPOSED STORM PIPES SHALL BE BEDDED IN 6" OF SAND.
6. ALL RIP RAP SHALL BE CLASS 2 PER THE ALABAMA DEPT. OF TRANSPORTATION (ALDOT) STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
7. ALL STORM PIPES 15" AND LESS SHALL BE SMOOTH LINED HIGH DENSITY POLYETHYLENE (HDPE) OR SCHEDULE 40 POLYVINYL CHLORIDE (PVC) WITH WATER-TIGHT JOINTS UNLESS OTHERWISE NOTED, INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
8. ALL STORM PIPES 18" AND GREATER SHALL BE CLASS 3 REINFORCED CONCRETE PIPE (RCP) BELL AND SPIGOT INSTALLED WITH WATERTIGHT JOINTS UNLESS OTHERWISE NOTED.
9. ALL SLOPE PAVED HEADWALLS SHALL BE PER ALDOT SPECIAL DRAWING #HW-614-SP.

CONCRETE NOTES:

1. ALL NORMAL WEIGHT CONCRETE SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI UNLESS NOTED OTHERWISE.
2. CALCIUM CHLORIDE AND/OR ADMIXTURES CONTAINING CALCIUM CHLORIDE SHALL NOT BE USED IN THE CONCRETE.
3. TEST CYLINDERS SHALL BE MADE AND TESTED AS OUTLINED IN THE ACI 301 SPECIFICATION, AND PER PROJECT SPECIFICATIONS.
4. REINFORCING BARS SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60 AND PLACED IN ACCORDANCE WITH ACI-315, LATEST EDITION UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
5. FABRICATION OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" ACI 315.
6. UNLESS OTHERWISE NOTED, CONCRETE COVER FOR REINFORCING BARS SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF ACI 318.
7. PROVIDE 3/4" BY 45 DEGREE CHAMFER ON ALL EXPOSED CONCRETE EDGES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
8. TYPE II PORTLAND CEMENT SHALL BE USED IN THE MANUFACTURE OF ALL CONCRETE UNLESS OTHERWISE NOTED. PORTLAND CEMENT SHALL CONFORM TO C150. ONLY ONE BRAND OF CEMENT SHALL BE USED FOR ALL CONCRETE FOR EXPOSED SURFACES OF ADJACENT STRUCTURES.
9. AGGREGATE, BOTH COARSE AND FINE, USED IN THE MANUFACTURE OF CONCRETE SHALL CONFORM TO ASTM C33 UNLESS OTHERWISE NOTED.
10. CONTRACTOR MAY SUBSTITUTE CONSTRUCTION JOINTS IN LIEU OF CONTROL JOINTS AS NEEDED.
11. EXPANSION JOINT MATERIAL SHALL BE BITUMINOUS TYPE PER ASTM D994.
12. SEALANT SHALL BE BASF SONOLASTIC SL2, OR OTHER ELASTOMERIC JOINT SEALANT AS APPROVED. ALL SEALANT MATERIAL SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.
13. PAVEMENT SURFACE SHALL HAVE BROOM FINISH.

UTILITY NOTES:

1. THE SITE CONTRACTOR IS RESPONSIBLE FOR COMPLETING ALL UTILITY SERVICES (WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, CABLE TV) FROM THE POINT THE RESPECTIVE UTILITY COMPANY COMPLETES THEIR WORK TO THE POINT OF CONNECTION AT THE BUILDING.
2. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, ETC. PLANS FOR ALL PROPOSED UTILITY POINTS OF CONNECTION AT THE BUILDING. NOTIFY CIVIL ENGINEER, LIEB ENGINEERING OF ANY DISCREPANCIES.
3. BACKFLOW PREVENTION AND METERING SHALL BE PROVIDED ON THE FIRE, DOMESTIC, AND IRRIGATION SERVICES IN ACCORDANCE WITH THE FAIRHOPE PUBLIC UTILITIES (FPU).
4. WATER MAINS AND SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE FAIRHOPE PUBLIC UTILITIES (FPU) REQUIREMENTS. ALL MAINS AND SERVICES SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER UNLESS OTHERWISE INDICATED ON PLANS.
5. ALL SANITARY SEWER MAINS AND LATERALS SHALL BE PVC SCH 40 UNLESS OTHERWISE REQUIRED BY THE FAIRHOPE PUBLIC UTILITIES (FPU).
6. ALL UNDERGROUND ELECTRICAL, TELEPHONE, AND CABLE TV SHALL BE INSTALLED IN PVC CONDUIT OR CONCRETE ENCASED DUCT BANK WITH PULL WIRE MEETING FAIRHOPE PUBLIC UTILITIES (FPU) REQUIREMENTS. INFORMATION SHOWN ON CIVIL DRAWINGS FOR REFERENCE ONLY. REFER TO ELECTRICAL PLANS FOR SPECIFIC INFORMATION.
7. FPU INSPECTORS REQUIRE CONTRACTOR TO NOTIFY WITHIN 48 HOURS NOTICE FOR OBSERVING BACKFILLING AND COMPACTION OPERATIONS NO BACKFILL IS AUTHORIZED UNTIL FPU INSPECTOR HAS APPROVED INSTALLATION METHODS.
8. UTILITY TRENCHES SHALL BE BACKFILLED WITH COMPACTED FILL PLACED IN 6 INCH LOOSE LIFTS. FILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR AND OPTIMUM MOISTURE CONTENT WITHIN ±3%.
9. WHEN INSTALLING UTILITIES IN EXISTING PAVED AREAS OR IN AREAS WHERE SOILS ARE CONSIDERED UNSUITABLE FOR BEDDING OR BACKFILLING, UTILITY TRENCHES SHALL BE BACKFILLED FULL DEPTH WITH SAND.
10. WHERE UTILITIES ARE TO BE INSTALLED IN AREAS OF EXISTING PAVING, HARDSCAPE, SIDEWALKS, ETC. CONTRACTOR SHALL SAWCUT AND REMOVE EXISTING PAVING, HARDSCAPE, SIDEWALK ETC. AND REPLACE IN LIKE KIND AND RESTRIPE AS NECESSARY. BACKFILL TRENCH FULL DEPTH WITH SAND.
11. ALL WATER AND SEWER PIPING TO BE INSTALLED AS PER 2018 INTERNATIONAL PLUMBING CODE AND LOCAL ORDINANCE.

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

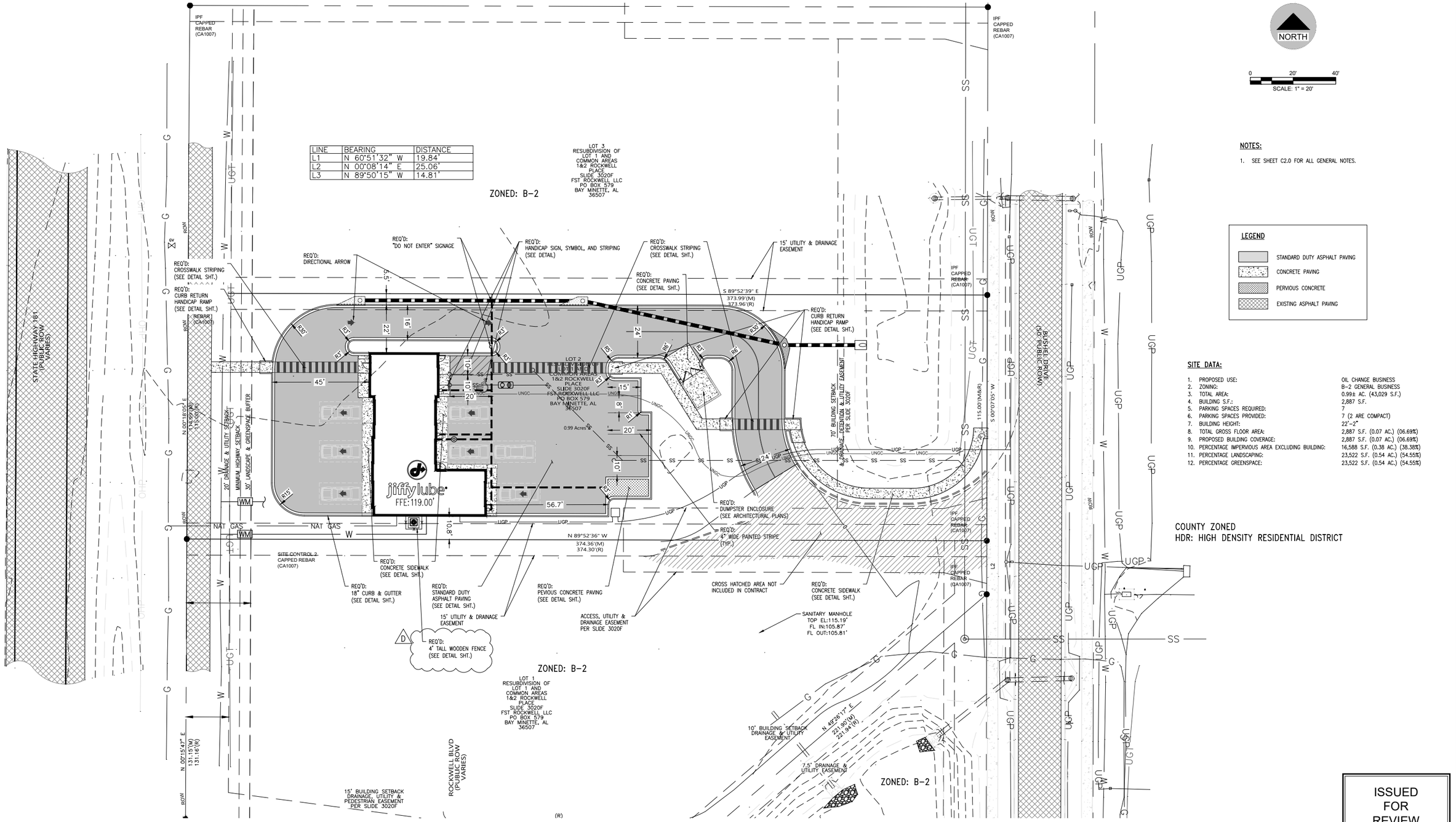
NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: NO SCALE	
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL	

FAIRHOPE JIFFY LUBE
CIVIL NOTES
FAIRHOPE, AL
OWNER:

SHEET NUMBER 2 OF 11 | C2.0 | A

ALABAMA REGISTERED No. 31204 PROFESSIONAL CIVIL ENGINEER CHRISTOPHER J. LIEB
1/20/2026



NOTES:

1. SEE SHEET C2.0 FOR ALL GENERAL NOTES.

SITE DATA:

1.	PROPOSED USE:	OIL CHANGE BUSINESS
2.	ZONING:	B-2 GENERAL BUSINESS
3.	TOTAL AREA:	0.99± AC. (43,029 S.F.)
4.	BUILDING S.F.:	2,887 S.F.
5.	PARKING SPACES REQUIRED:	7
6.	PARKING SPACES PROVIDED:	7 (2 ARE COMPACT)
7.	BUILDING HEIGHT:	22'-2"
8.	TOTAL GROSS FLOOR AREA:	2,887 S.F. (0.07 AC.) (06.69%)
9.	PROPOSED BUILDING COVERAGE:	2,887 S.F. (0.07 AC.) (06.69%)
10.	PERCENTAGE IMPERVIOUS AREA EXCLUDING BUILDING:	16,588 S.F. (0.38 AC.) (38.38%)
11.	PERCENTAGE LANDSCAPING:	23,522 S.F. (0.54 AC.) (54.55%)
12.	PERCENTAGE GREENSPACE:	23,522 S.F. (0.54 AC.) (54.55%)

ISSUED FOR REVIEW

REVISIONS

A	ISSUED FOR REVIEW	1/20/2026	
B	ADDRESSING CITY COMMENTS	2/4/2026	
C	ADDRESSING OWNER COMMENTS	2/5/2026	
D	ADDRESSING CITY COMMENTS	3/5/2026	

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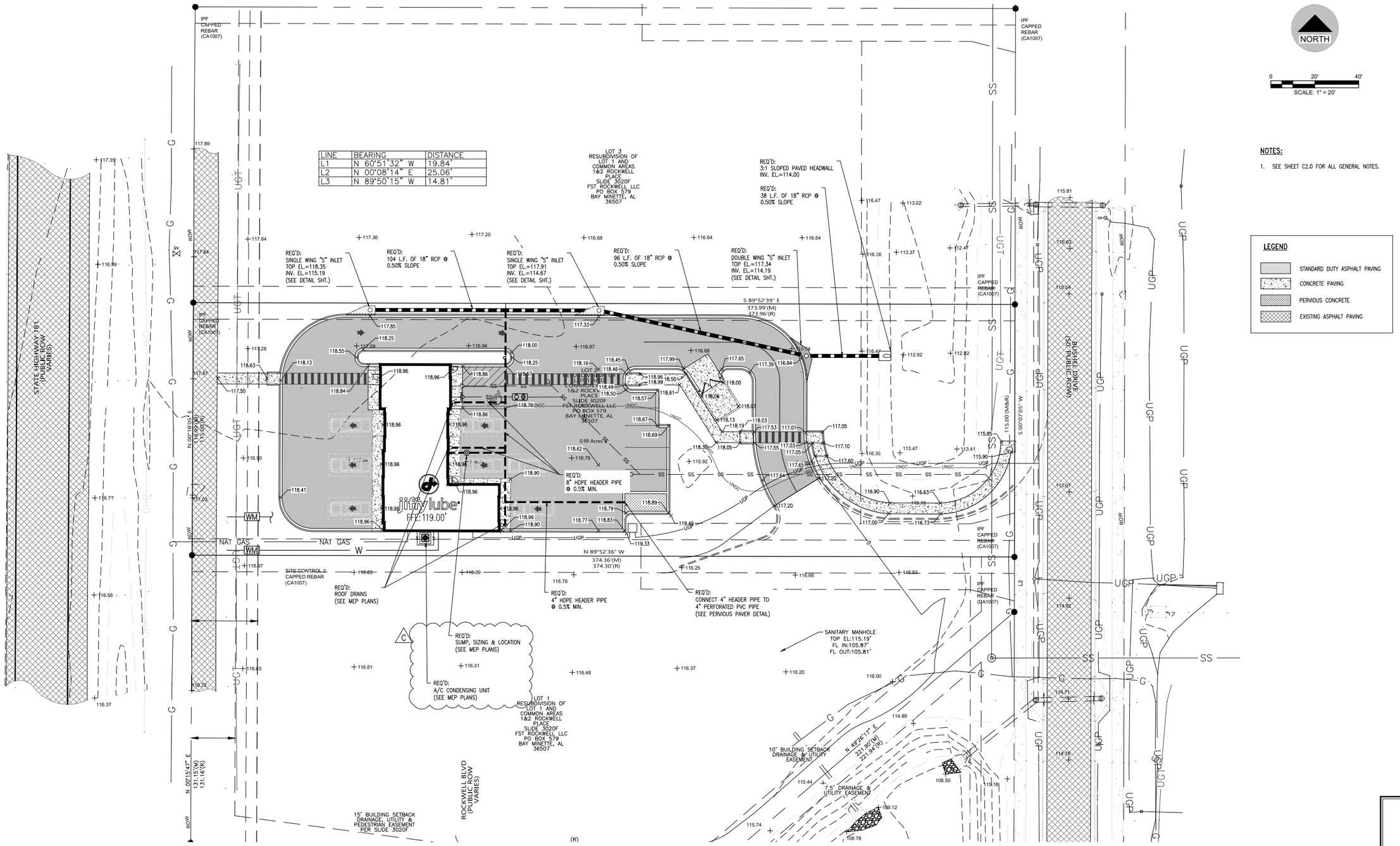
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102
DRAWN BY: JLG DATE: 1/20/2026 SCALE: 1"=20'
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

FAIRHOPE JIFFY LUBE
SITE PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 3 OF 11
C3.0 D

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
3/5/2026



ISSUED FOR REVIEW

REVISIONS		
A	ISSUED FOR REVIEW	1/20/2026
B	ADDRESSING CITY COMMENTS	2/4/2026
C	ADDRESSING ARCHITECTURAL COMMENTS	2/17/2026

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
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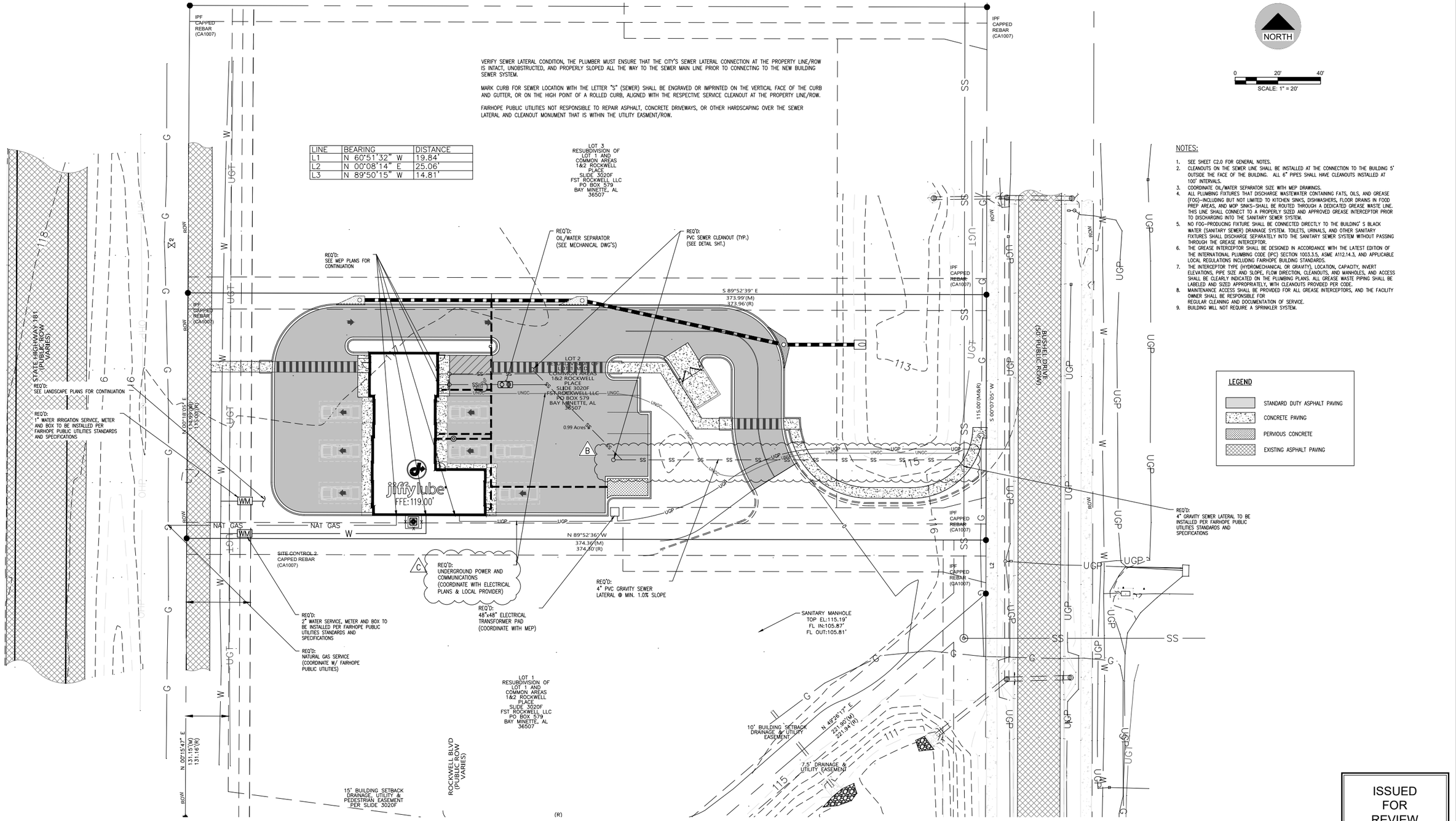
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
GRADING & DRAINAGE PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 4 OF 11 | C4.0 | C

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
2/17/2026



NOTES:

1. SEE SHEET C2.0 FOR GENERAL NOTES.
2. CLEANOUTS ON THE SEWER LINE SHALL BE INSTALLED AT THE CONNECTION TO THE BUILDING 5' OUTSIDE THE FACE OF THE BUILDING. ALL 6" PIPES SHALL HAVE CLEANOUTS INSTALLED AT 100' INTERVALS.
3. COORDINATE OIL/WATER SEPARATOR SIZE WITH MEP DRAWINGS.
4. ALL PLUMBING FIXTURES THAT DISCHARGE WASTEWATER CONTAINING FATS, OILS, AND GREASE (FOG)–INCLUDING BUT NOT LIMITED TO KITCHEN SINKS, DISHWASHERS, FLOOR DRAINS IN FOOD PREP AREAS, AND MOP SINKS–SHALL BE ROUTED THROUGH A DEDICATED GREASE WASTE LINE. THIS LINE SHALL CONNECT TO A PROPERLY SIZED AND APPROVED GREASE INTERCEPTOR PRIOR TO DISCHARGING INTO THE SANITARY SEWER SYSTEM.
5. NO FOG–PRODUCING FIXTURE SHALL BE CONNECTED DIRECTLY TO THE BUILDING' S BLACK WATER (SANITARY SEWER) DRAINAGE SYSTEM. TOILETS, URINALS, AND OTHER SANITARY FIXTURES SHALL DISCHARGE SEPARATELY INTO THE SANITARY SEWER SYSTEM WITHOUT PASSING THROUGH THE GREASE INTERCEPTOR.
6. THE GREASE INTERCEPTOR SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) SECTION 1003.3.5, ASME A112.14.3, AND APPLICABLE LOCAL REGULATIONS INCLUDING FAIRHOPE BUILDING STANDARDS.
7. THE INTERCEPTOR TYPE (HYDROMECHANICAL OR GRAVITY), LOCATION, CAPACITY, INVERT ELEVATIONS, PIPE SIZE AND SLOPE, FLOW DIRECTION, CLEANOUTS, AND MANHOLES, AND ACCESS SHALL BE CLEARLY INDICATED ON THE PLUMBING PLANS. ALL GREASE WASTE PIPING SHALL BE LABELED AND SIZED APPROPRIATELY, WITH CLEANOUTS PROVIDED PER CODE.
8. MAINTENANCE ACCESS SHALL BE PROVIDED FOR ALL GREASE INTERCEPTORS, AND THE FACILITY OWNER SHALL BE RESPONSIBLE FOR REGULAR CLEANING AND DOCUMENTATION OF SERVICE.
9. BUILDING WILL NOT REQUIRE A SPRINKLER SYSTEM.

ISSUED FOR REVIEW

REVISIONS

A	ISSUED FOR REVIEW	1/20/2026	
B	ADDRESSING OWNER COMMENTS	2/5/2026	
C	ADDRESSING ARCHITECTURAL COMMENTS	2/17/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

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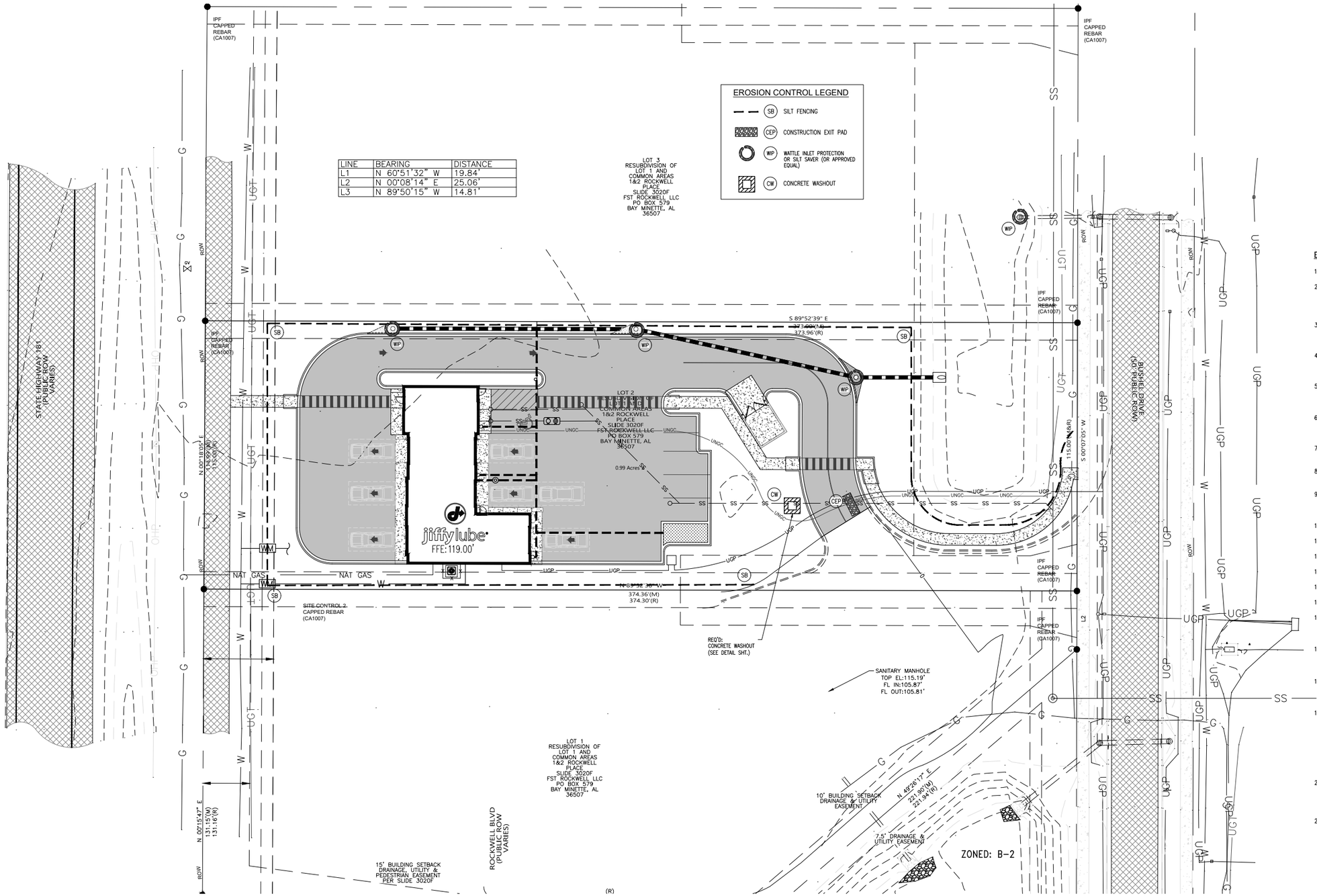
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102
DRAWN BY: JLG DATE: 1/20/2026 SCALE: 1"=20'
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

FAIRHOPE JIFFY LUBE
UTILITY PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 5 OF 11
C5.0 C

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
2/17/2026



NOTES:

1. SEE SHEET C2.0 FOR ALL GENERAL NOTES.

EROSION CONTROL NOTES:

1. SITE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS.
2. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
3. EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE A MINIMUM. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS.
4. EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES, CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
6. EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD, ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
7. AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
8. DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
9. A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
10. ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY ONE TIME.
11. ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 10 DAYS SHALL BE SEEDED AND MULCHED.
12. PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
13. ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
14. WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET AS INSTALLED.
15. RIP RAP SHALL BE PLACED AT EACH HEADWALL IMMEDIATELY FOLLOWING CONSTRUCTION OF EACH HEADWALL.
16. GEOTEXTILE SHALL BE PLACED ON ALL 2:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
17. GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
18. GEOTEXTILE SHALL BE PLACED ON ALL DITCH BOTTOMS & 1' UP EACH SIDE. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC250 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
19. GOOD HOUSEKEEPING PRACTICES AND PREVENTATIVE MAINTENANCE SHALL BE PERFORMED ON SITE DAILY TO PREVENT POLLUTION SOURCES FROM CONTACTING STORMWATER AND GROUND WATER. THIS INCLUDES, BUT IS NOT LIMITED TO: EQUIPMENT INSPECTION FOR LEAKS OF HAZARDOUS MATERIALS, PICKUP AND PROPER DISPOSAL OF WASTE MATERIALS TO APPROVED DISPOSAL SITES, STORING CONTAINERS AND BAGS AWAY FROM TRAFFIC ROUTES, PUBLICIZING POLLUTION PREVENTION CONCEPTS THROUGH POSTERS, WASHING EQUIPMENT AND VEHICLES AT APPROVED WASHING LOCATIONS, AND USING ONLY WATER (NO DETERGENTS) FOR WASHING ACTIVITIES.
20. AT A MINIMUM, THE EROSION CONTROL DEVICES SHOWN ON THESE PLANS SHALL BE INSTALLED. ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE IMMEDIATELY INSTALLED UPON ANY ADDITIONAL SILTATION, EROSION, AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS NOT MITIGATED OR UNFORESEEN BY THIS SET OF PLANS.
21. THE CONTRACTOR SHALL SIZE, INSTALL, AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE. REFER TO THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

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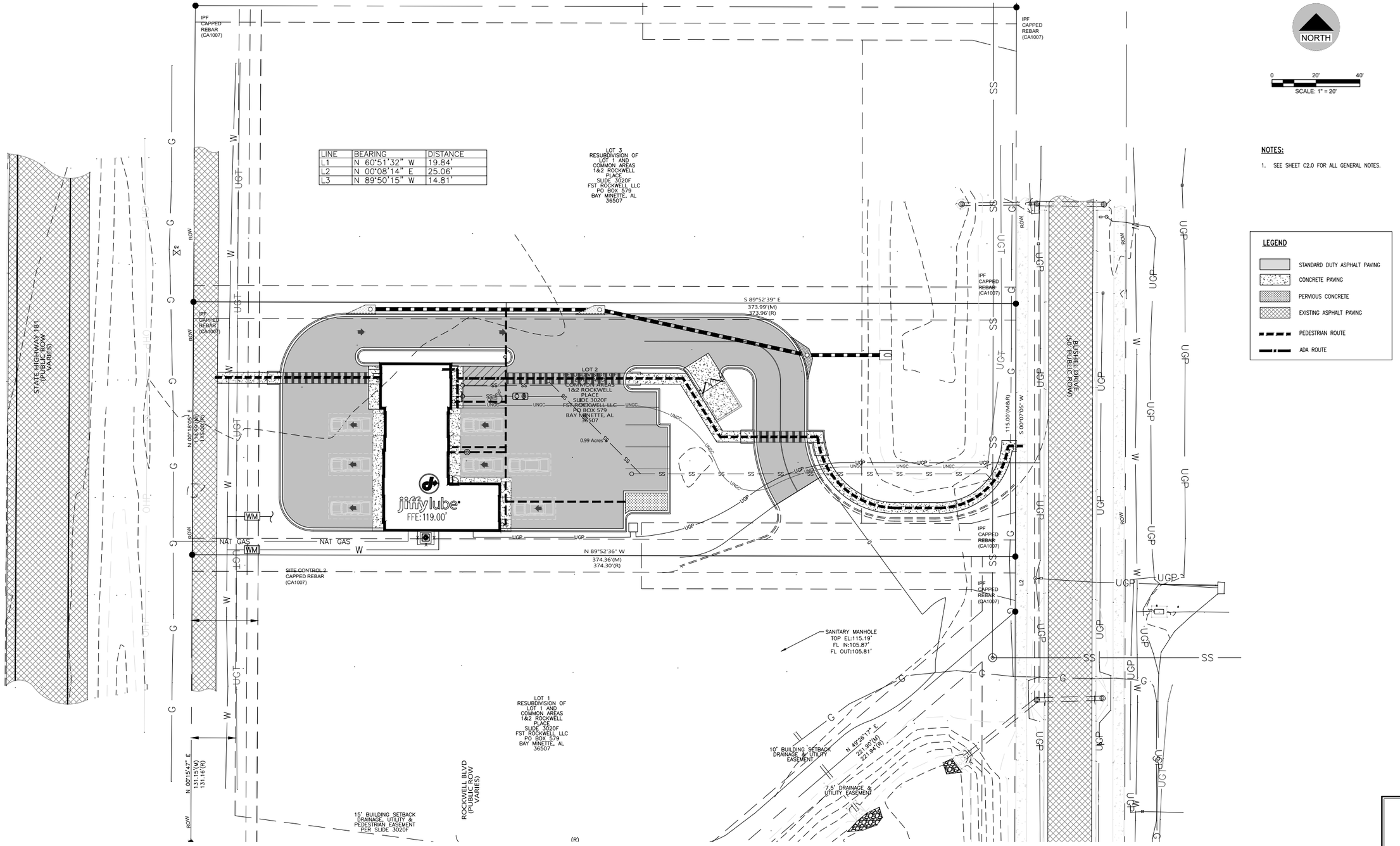
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
EROSION CONTROL PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 6 OF 11 | C6.0 | A

ALABAMA REGISTERED No. 31204 PROFESSIONAL CHRISTOPHER JAY LIEB ENGINEER
1/20/2026



REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

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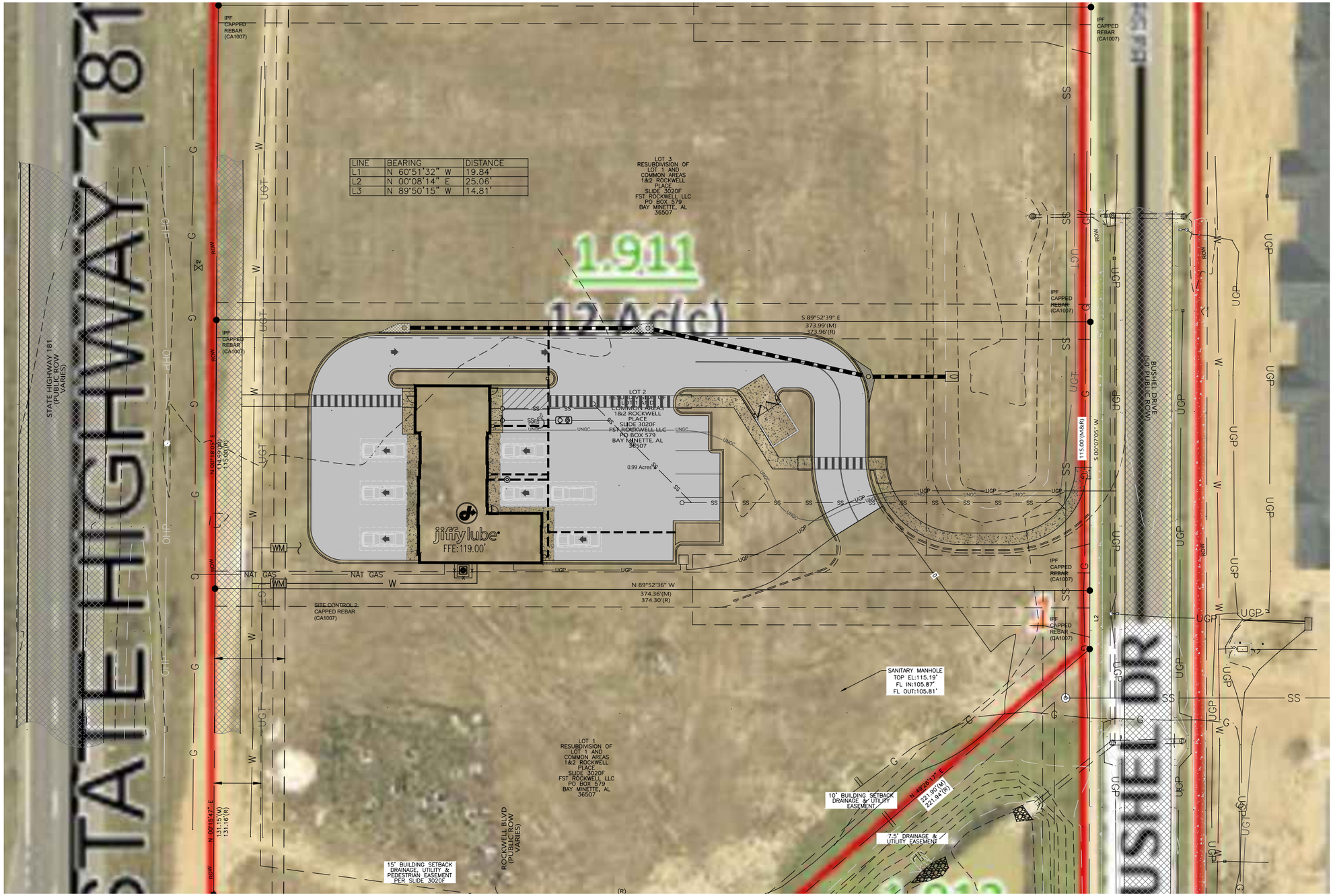
JOB NUMBER	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
2025-102	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
PEDESTRIAN CIRCULATION PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 7 OF 11 | C7.0 | A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
1/20/2026



NORTH

0 20' 40'

SCALE: 1" = 20'

NOTES:

1. SEE SHEET C2.0 FOR ALL GENERAL NOTES.

LEGEND

- STANDARD DUTY ASPHALT PAVING
- CONCRETE PAVING
- EXISTING ASPHALT PAVING

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

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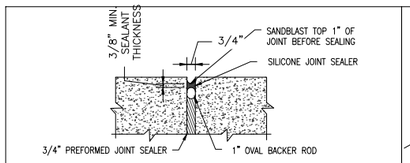
JOB NUMBER	DRAWN BY:	DATE:	SCALE:
2025-102	JLG	1/20/2026	1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
AERIAL OVERLAY
FAIRHOPE, AL
OWNER:

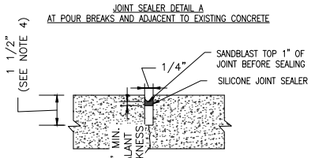
SHEET NUMBER 8 OF 11

C8.0 A

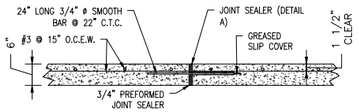
ALABAMA REGISTERED No. 31204 PROFESSIONAL CHRISTOPHER J. LIEB ENGINEER
1/20/2026



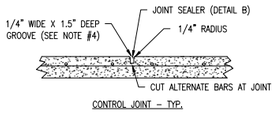
JOINT SEALER DETAIL A
AT POUR BREAKS AND ADJACENT TO EXISTING CONCRETE



JOINT SEALER DETAIL B
SAW CUT JOINT



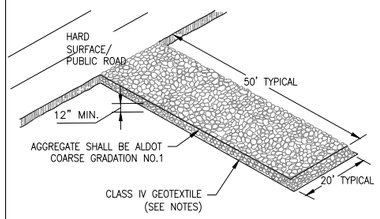
EXPANSION JOINT - DOWELED
AT POUR BREAKS



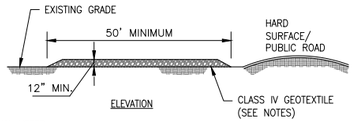
CONTROL JOINT - TYP.

NOTES:
1. CONTRACTOR SHALL INSTALL 4" OF CRUSHED AGGREGATE BASE COURSE, TYPE B (ALDOT 825) UNDER ALL CONCRETE PAVING
2. CONCRETE SHALL HAVE 4000 PSI AT 28 DAYS
3. CONTRACTOR SHALL INSTALL CONTROL JOINTS IN CONCRETE PAVING AT 15' MAX SPACING BOTH WAYS. COORDINATE WITH ARCHITECTURAL PLANS FOR SCORING PATTERN.
4. CONTROL JOINT TO BE 1/4 OF THE SLAB THICKNESS TYPICALLY.
5. EXPANSION JOINTS AT POUR BREAKS AND 100' MAX SPACING. COORDINATE WITH CONTROL JOINTS.

CONCRETE PAVING DETAIL
N.T.S.



ISOMETRIC VIEW

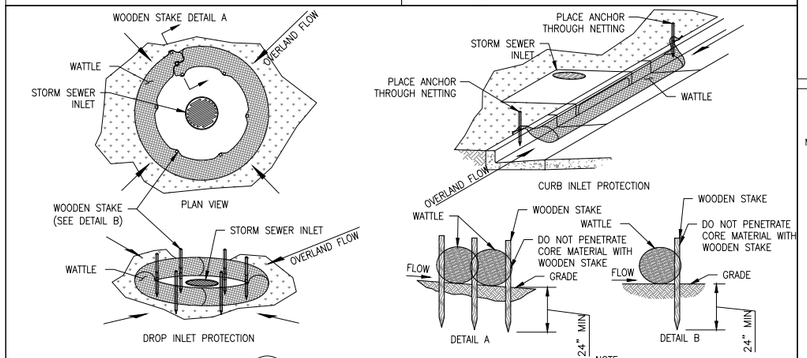


ELEVATION

SPECIAL NOTES :

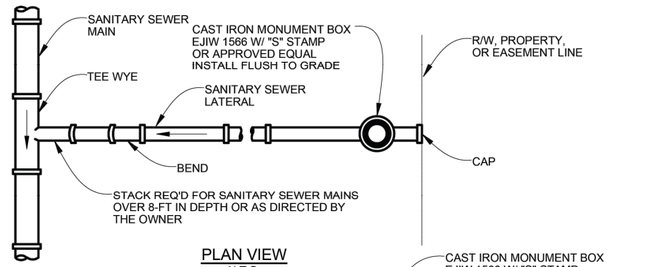
1. A STABILIZED PAD OF CRUSHED STONE SPREAD OVER FILTER FABRIC SHALL BE LOCATED WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC STREET. THE STONE SHALL BE ALDOT GRADATION NO. 1 STONE, FILTER FABRIC SHALL BE NONWOVEN GEOTEXTILE CLASS IV OR EQUAL.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
3. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY BY STREET CLEANING (NOT FLUSHING). WHEN NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.
4. IF THE PAD SLOPE TOWARDS THE ROAD EXCEEDS 2%, A DIVERSION RIDGE 6" – 8" HIGH WITH 3:1 SIDE SLOPES MUST BE CONSTRUCTED ACROSS THE FOUNDATION APPROXIMATELY 15' AWAY FROM THE ROAD AND DRAIN INTO A SEDIMENT TRAP OR BASIN.

CEP CONSTRUCTION EXIT PAD
N.T.S.

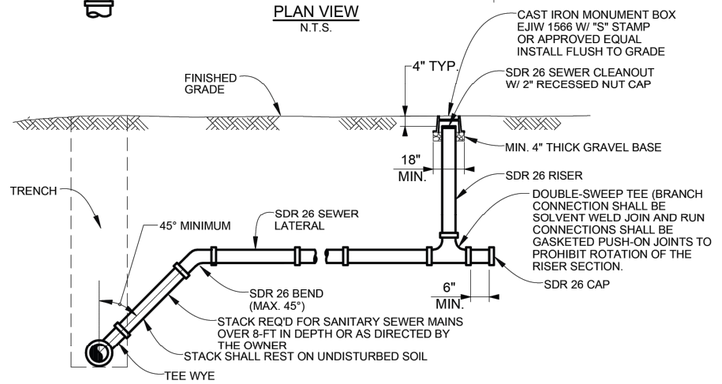


WIP WATTLE INLET PROTECTION
N.T.S.

NOTE:
WATTLES MAY BE A STRAW WATTLE, A 57 STONE WATTLE, A CURLEX SEDIMENT LOG, OR APPROVED EQUAL.



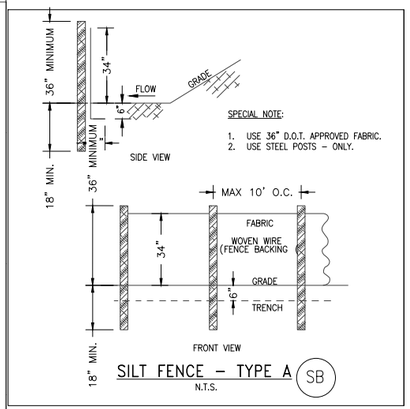
PLAN VIEW
N.T.S.



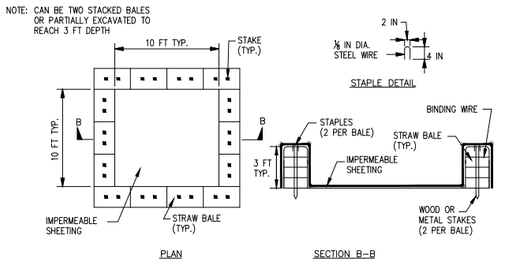
ELEVATION VIEW
N.T.S.

NOTE:

1. SANITARY SEWER LATERLS SHALL BE 4" SDR 26 UNLESS DIRECTED OTHERWISE BY THE OWNER,
2. DOUBLE SWEEP TEES SHALL HAVE SOLVENT WELD JOINTS FOR THE BRANCH CONNECTIONS AND GASKETED PUSH-ON JOINTS FOR THE RUN CONNECTIONS.
3. NON-SEIZE GREASE SUITABLE FOR USE WITH PVC FITTINGS SHALL BE APPLIED TO THE THREADS OF THE CLAENOUT CAP.
4. WHERE THE SANITARY SEWER MAIN IS PVC C900, THE TEE-WYE SHALL BE GASKETED C-900.
5. CLEANOUTS SHALL BE INSTALLED AS NEAR TO THE R/W, PROPERTY, OR EASEMENT LINE AS POSSIBLE. IF A CLEANOUT IS TO BE INSTALLED WHERE SIDEWALK IS EITHER EXISTING OR PROPOSED, IT SHALL BE PLACED BETWEEN THE SIDEWALK AND THE R/W LINE WHERE PRACTICAL. IF THE SIDEWALK IS INSTALLED AT THE R/W LINE, THE CLEANOUT SHALL BE PLACED BETWEEN THE SIDEWALK AND THE EDGE OF PAVEMENT IMMEDIATELY ADJACENT TO THE SIDEWAY. THE CLEAOUT SHALL NOT BE PLACED IN THE SIDEWALK OR A PAVED DRIVEWAY UNLESS APPROVED IN WRITING BY THE FAIRHOPE UTILITIES AND THE CITY OF FAIRHOPE.
6. NO HORIZONTAL BENDS SHALL BE ALLOWED BETWEEN THE MAIN AND THE CLEANOUT UNLESS APPROVED IN WRITING BY THE CITY OF FAIRHOPE. WHERE HORIZONTAL BENDS ARE ALLOWED, AN ADDITIONAL CLEANOUT SHALL BE INSTALLED AT EACH BEND.
7. PVC LATERALS SHALL BE MARKED WITH 14-GAUGE COATED COPPER WIRE BURIED 3 TO 6 INCHES ABOVE THE TOP OF THE PIPE IN ACCORDANCE WITH SECTION 400.07 OF FAIRHOPE UTILITIES' STANDARD SPECIFICATIONS. THE END OF THE LOCATION WIRE SHALL STUB-UP AT THE CLEANOUT INTO THE MONUMENT BOX.



SILT FENCE – TYPE A (SB)
N.T.S.



CONCRETE WASHOUT STRUCTURE DETAIL
N.T.S.

CONSTRUCTION SPECIFICATIONS

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

CITY OF FAIRHOPE

CITY OF FAIRHOPE PUBLIC UTILIES
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251.928.8003

STANDARD SANITARY SEWER DETAILS

TYPICAL SANITARY SEWER LATERAL CONNECTION

DATE ISSUED 11/25/20

SHEET NO. S-6

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

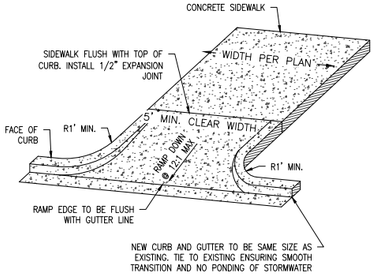
JOB NUMBER 2025-102
DRAWN BY: JLG DATE: 1/20/2026 SCALE: AS SHOWN
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

FAIRHOPE JIFFY LUBE
CIVIL DETAILS
FAIRHOPE, AL
OWNER:

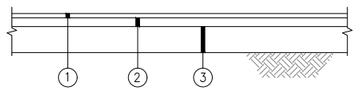
SHEET NUMBER 9 OF 11

C9.0 A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
1/20/2026

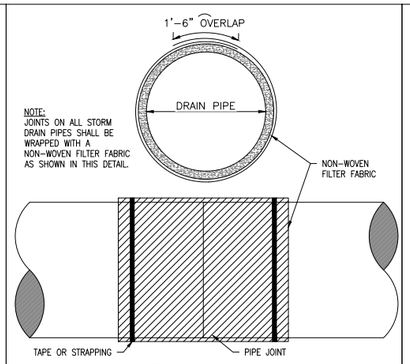


CURB RETURN HANDICAP RAMP
N.T.S.

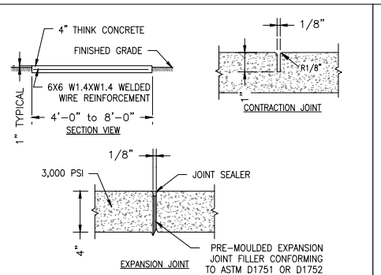


1. REQUIRED 2 INCH BITUMINOUS WEARING SURFACE (220 lb/sy 3/4" MAX. AGG MIX) (ALDOT 424A)
2. 6" CRUSHED AGGREGATE BASE (100% STANDARD DENSITY) (ALDOT 825)
3. 24" A-2-4 STRUCTURAL FILL (COMPACTED TO 100% STANDARD DENSITY)

STANDARD DUTY ASPHALT PAVING
N.T.S.

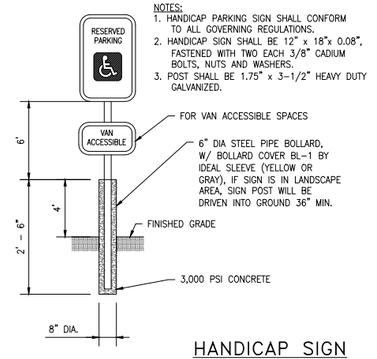


PIPE JOINT WRAP
N.T.S.



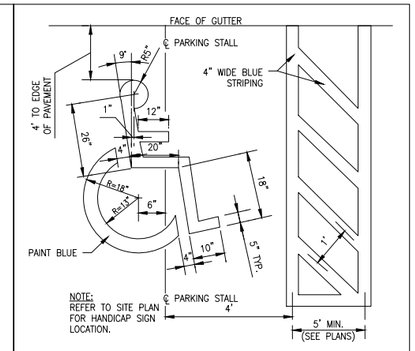
NOTE:
1. CONTRACTOR SHALL PLACE A CONTRACTION JOINT EVERY 5 TO 10 FEET.
2. CONTRACTOR SHALL PLACE AN EXPANSION JOINT EVERY 15 FEET.
3. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 2.0% (UNLESS OTHERWISE NOTED)

TYPICAL SIDEWALK DETAIL
N.T.S.



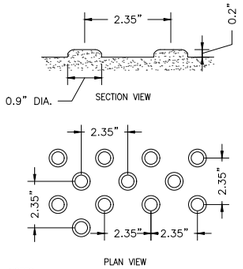
NOTES:
1. HANDICAP PARKING SIGN SHALL CONFORM TO ALL GOVERNING REGULATIONS.
2. HANDICAP SIGN SHALL BE 12" x 18"x 0.08", FASTENED WITH TWO EACH 3/8" CADIUM BOLTS, NUTS AND WASHERS.
3. POST SHALL BE 1.75" x 3-1/2" HEAVY DUTY GALVANIZED.

HANDICAP SIGN
N.T.S.



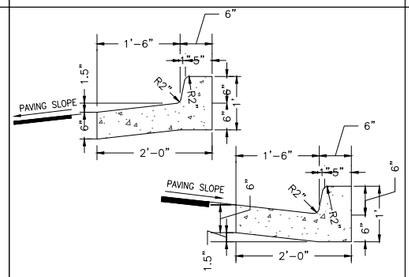
NOTE:
REFER TO SITE PLAN FOR HANDICAP SIGN LOCATION.

HANDICAP SYMBOL AND STRIPING
N.T.S.



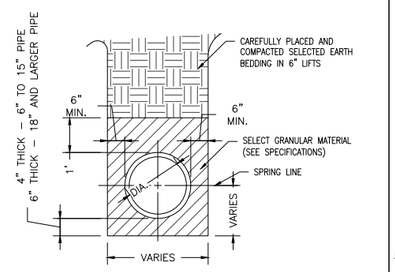
NOTES:
1. SEE PLAN FOR LOCATION AND EXTENTS OF PAVERS.

DOME PAVER DETAIL
N.T.S.

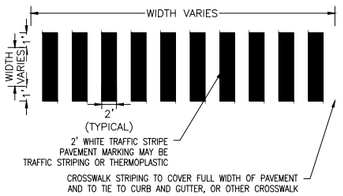


NOTES:
1. SLOPE GUTTER AS SHOWN ACCORDING TO PAVING SLOPE.
2. 3/4" EXPANSION JOINT REQUIRED AT P.C.'S AND P.T.'S OF ALL CURVES, AT STRUCTURES (CURB INLETS, WHEELCHAIR RAMPS, ETC.) AND EVERY 100' MAX. WITH FILLER MATERIAL.
3. 3/16" SAWED JOINTS REQUIRED ON 20' INTERVALS.
4. 3,000 PSI CONCRETE UNLESS STATED OTHERWISE.

24" CURB & GUTTER
N.T.S.

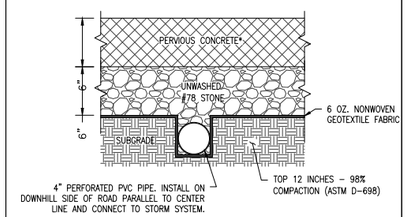


TYPICAL PIPE BEDDING AND INITIAL BACKFILL DETAIL
N.T.S.



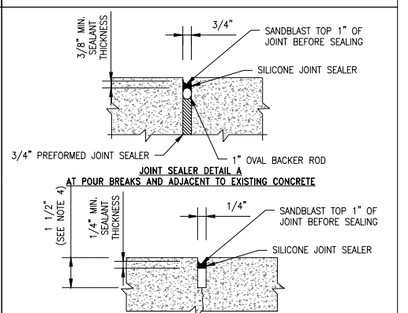
NOTES:
1. CROSSWALK LINES SHALL CONSIST OF SOLID WHITE LINES THAT MARK THE CROSSWALK. THE LINES SHALL NOT BE LESS THAN 2 FEET IN WIDTH.
2. CROSSWALK LINES SHOULD EXTEND THE FULL WIDTH OF PAVEMENT FROM CURB TO CURB OR TO THE EDGE OF THE INTERSECTING CROSSWALK.
3. FOR ADDED VISIBILITY, THE CROSSWALK AREA MAY BE MARKED WITH WHITE DIAGONAL LINES AT 45 DEGREE ANGLE TO THE LINE OF THE CROSSWALK.

PEDESTRIAN CROSSWALK
N.T.S.



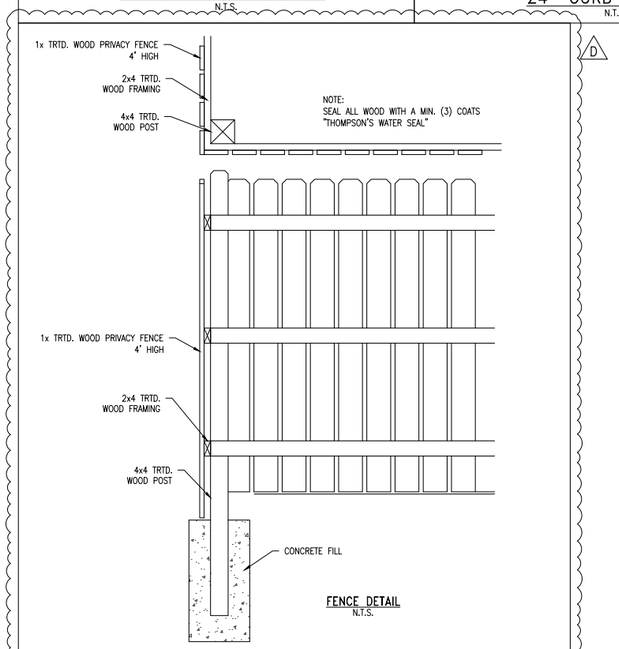
*NOTE: REFER TO PERVIOUS CONCRETE PAVING SPECIFICATION FOR DETAILS.

PERVIOUS CONCRETE PAVING
N.T.S.

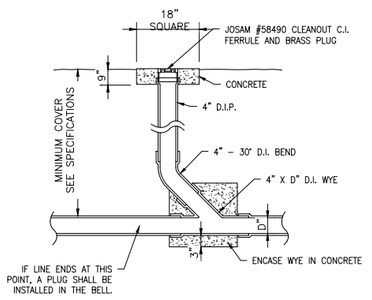


NOTES:
1. CONTRACTOR SHALL INSTALL 4" OF CRUSHED AGGREGATE BASE COURSE, TYPE B (ALDOT 825) UNDER ALL CONCRETE PAVING
2. CONCRETE SHALL HAVE 4000 PSI AT 28 DAYS
3. CONTRACTOR SHALL INSTALL CONTROL JOINTS IN CONCRETE PAVING AT 15' MAX SPACING BOTH WAYS. COORDINATE WITH ARCHITECTURAL PLANS FOR SCORING PATTERN.
4. CONTROL JOINT TO BE 1/4 OF THE SLAB THICKNESS TYPICALLY.
5. EXPANSION JOINTS AT POUR BREAKS AND 100' MAX SPACING. COORDINATE WITH CONTROL JOINTS.

CONCRETE PAVING DETAIL
N.T.S.



FENCE DETAIL
N.T.S.



CLEANOUT
N.T.S.

ISSUED FOR REVIEW

REVISIONS		
A	ISSUED FOR REVIEW	1/20/2026
B	ADDRESSING CITY COMMENTS	2/4/2026
C	ADDRESSING OWNER COMMENTS	2/5/2026
D	ADDRESSING CITY COMMENTS	3/5/2026

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

FAIRHOPE JIFFY LUBE
CIVIL DETAILS
FAIRHOPE, AL
OWNER:

JOB NUMBER	DRAWN BY	DATE	SCALE	SHEET NUMBER		
2025-102	JLG	1/20/2026	AS SHOWN	10 OF 11	C10.0	D

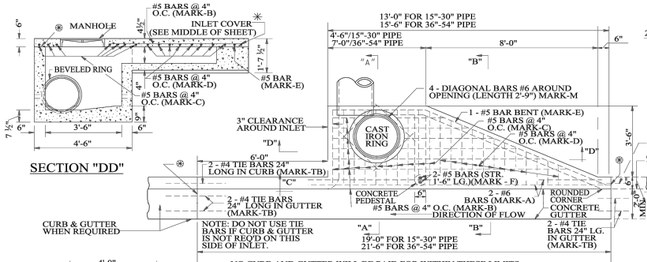
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
3/5/2026

MANHOLE CASTING

NOTE:
SEE DETAILS OF MANHOLE CASTING AT UPPER CENTER OF SHEET.

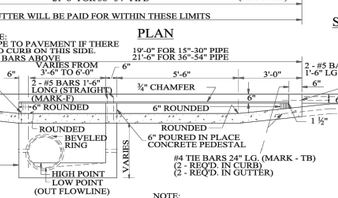
NOTE:
GRADE LINE ALONG FRONT OF INLET COVER SHALL CONFORM TO GRADE LINE ALONG TOP OF STREET CURB OF WHICH IT IS A PART.



SECTION "DD"

PLAN

SECTION "AA"



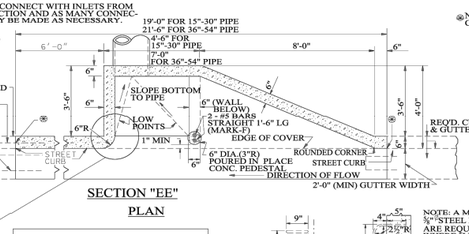
SECTION "CC"

NOTE:
EXPANSION JOINTS SHALL BE PLACED 20 FEET FROM THE PAY LIMITS OF THIS INLET.

PIPE CONNECTIONS

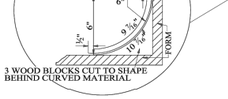
PIPE MAY CONNECT WITH INLETS FROM ANY DIRECTION AND AS MANY CONNECTIONS MAY BE MADE AS NECESSARY.

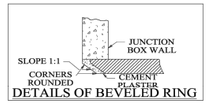
NOTE TO CONTRACTOR:
CONCRETE PEDESTAL SHALL BE POURED IN PLACE. ROUND FORM MAY BE CONSTRUCTED OF METAL, PLASTIC OR OTHER APPROVED SUITABLE MATERIAL. A 6" DIAMETER PIPESHELL FILLED WITH CONCRETE WILL NOT BE APPROVED.



SECTION "EE"

PLAN

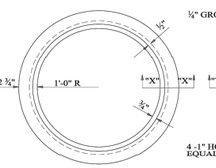




DETAILS OF BEVELED RING

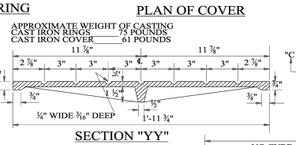
ARRANGEMENT OF LADDER BARS

NOTE: A MINIMUM OF (3) THREE ⅝"ϕ STEEL LADDER BARS ARE REQUIRED IN ALL INLETS. WHERE H IS GREATER THAN 4'-0" NUMBER AND LOCATION OF LADDER BARS IN INLET TO BE AS DIRECTED BY ENGINEER.



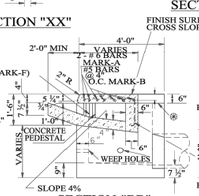
PLAN OF RING

PLAN OF COVER

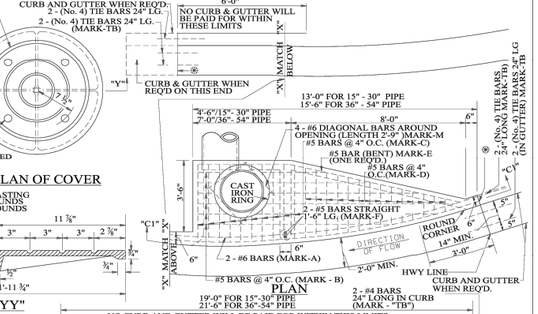


SECTION "YY"

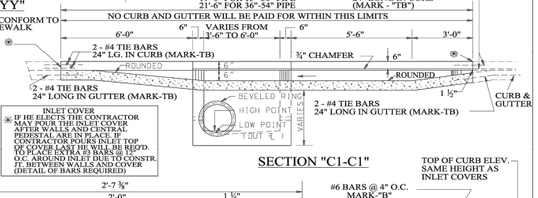
SECTION "XX"



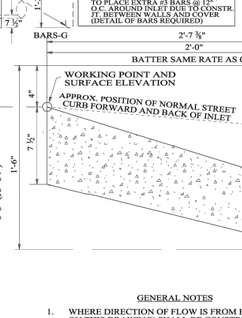
SECTION-"BB"

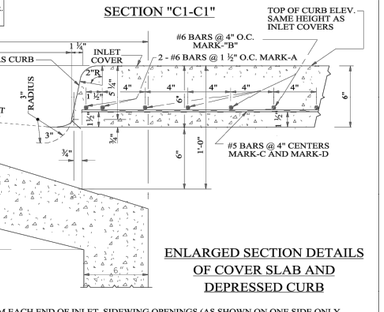


PLAN



SECTION "C1-C1"





ENLARGED SECTION DETAILS OF COVER SLAB AND DEPRESSED CURB

GENERAL NOTES

1. WHERE DIRECTION OF FLOW IS FROM EACH END OF INLET, SIDEWING OPENINGS (AS SHOWN ON ONE SIDE ONLY ON THIS DRAWING) SHALL BE CONSTRUCTED AT EACH END OF INLET, FOR EACH INLET SO CONSTRUCTED. PAYMENT WILL BE MADE UNDER ITEM INLETS TYPE-S (TWO WINGS). WHERE ONE WING ONLY IS CONSTRUCTED PAYMENT WILL BE MADE UNDER ITEM INLETS TYPE-S (ONE WING).
2. 2" MINIMUM WEEP HOLES SHALL BE CONSTRUCTED IN INLETS AS DIRECTED BY THE ENGINEER TO FACILITATE SUBGRADE DRAINAGE.
3. TO ACCOMODATE SKEWED PIPE OR FIT OTHER CONDITIONS, IT MAY BE NECESSARY TO INCREASE ONE OR BOTH PLAN VIEW DIMENSIONS OF INLET BOX AND COVER SLAB. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRESPONDING INCREASE IN MATERIALS AND OTHER COST WHERE CHANGES IN DIMENSIONS ARE REQUIRED.
4. INLET WITH BOX SIZED FOR 15"-30" PIPE SHALL BE DESIGNATED AS TYPE S3, FOR 36"-54" PIPE AS TYPE S4.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

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REVISIONS:
1. Added to CADD on 11-20-1999 by J.F.T.
2. Clarified the standard inlet height & added symbol for Construction Joints on 7-14-2009 by W.W.A.

Bureau Std Engr:	D.J.W.
DRAWN BY:	
DATE DRAWN:	7-18-1991
REVISED DATE:	7-14-2009

DESIGN BUREAU SPECIAL DRAWING
REINFORCED CONCRETE STORM SEWER INLET TYPES S3 AND S4

SPECIAL DRAWING NO	INDEX NO
I-621-S	62133

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

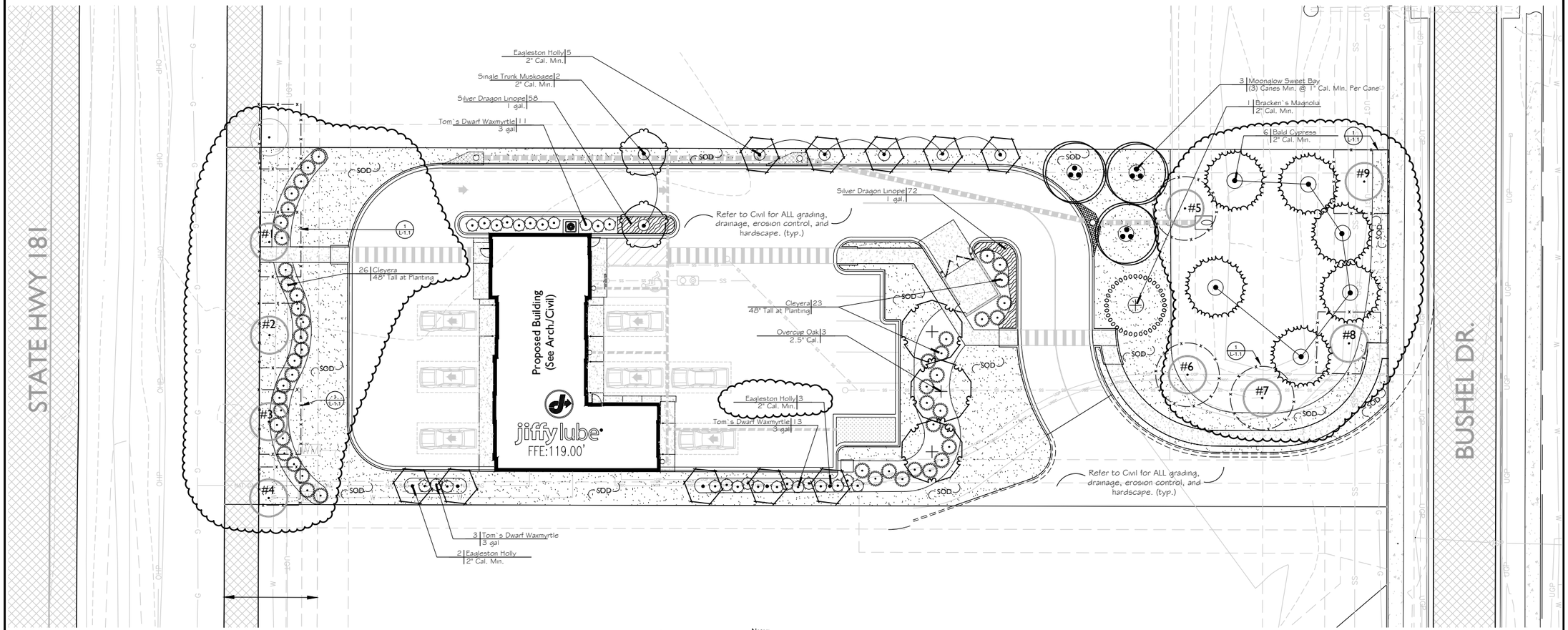
JOB NUMBER	DRAWN BY:	DATE:	SCALE:
2025-102	JLG	1/20/2026	AS SHOWN
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

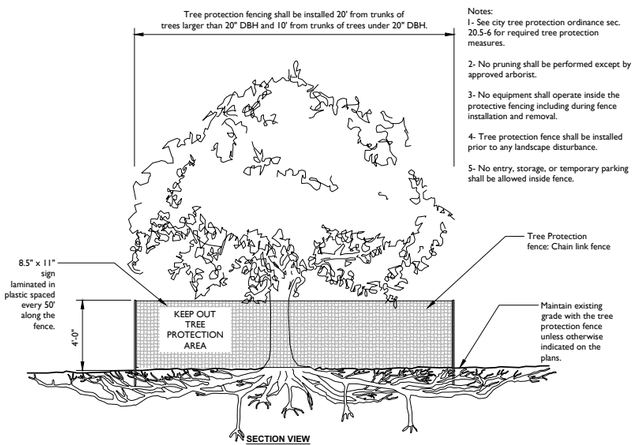
FAIRHOPE JIFFY LUBE
CIVIL DETAILS
FAIRHOPE, AL
OWNER:

SHEET NUMBER 11 OF 11

C11.0 A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
1/20/2026





Notes:
1- See city tree protection ordinance sec. 20.5-6 for required tree protection measures.

2- No pruning shall be performed except by approved arborist.

3- No equipment shall operate inside the protective fencing including during fence installation and removal.

4- Tree protection fence shall be installed prior to any landscape disturbance.

5- No entry, storage, or temporary parking shall be allowed inside fence.

1 TREE PROTECTION DETAIL

NOT TO SCALE LA-32

NOTES:
1. BASE SURVEY PROVIDED BY LIEB ENGINEERING.
2. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
3. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
4. PLANT COUNTS ARE FOR CONVENIENCE ONLY. FIELD VERIFY ACCORDINGLY.
5. CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE.
6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAWINGS OR FIELD CONDITIONS.
8. REFER TO ARCH. / CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.

NOTES:
1. All areas disturbed by construction shall be sodded or mulched unless otherwise noted. (Typ.)
2. NO WORK SHALL BE PERFORMED WITH IN THE CITY RIGHT OF WAY WITHOUT WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.
3. See sheet L-1.2 for details & schedule.
4. Refer to Civil / Architectural drawings for all grading, drainage, utilities, hardscape, & structures.

NORTH

0 16 32 48 feet
SCALE: 1/16" = 1'-0"

ESPALIER
landscape architecture
Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533
P: 251.454.3500
espalierdesign.com

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JIFFY LUBE

Bushel Drive
Fairhope, AL

SEAL
NOT VALID IN THE STATE OF ALABAMA UNLESS SEALED
JOHN C. HENRY
539
REGISTERED LANDSCAPE ARCHITECT

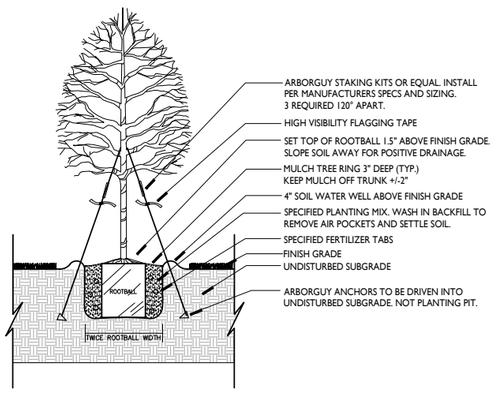
ISSUED/REVISED
Permitting 1/20/26
Revised 2/9/26
Revised 2/10/26
Revised 3/5/26

SHEET TITLE
LANDSCAPE PLAN

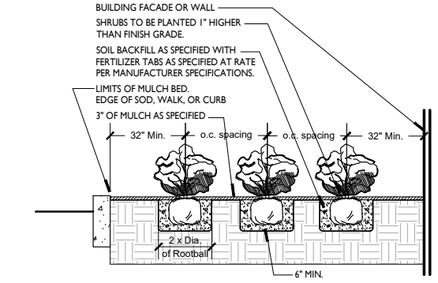
DESIGNED BY JC	FILE NAME JIFYLA
DRAWN BY JC	SHEET L-1.1
CHECKED BY JC	
PROJECT NO. 2603	
DATE 1/15/26	

LANDSCAPE NOTES:
1. This section covers furnishing and installing all landscape plants and non-plant materials covered by the drawings and these specifications. The work shall include materials, labor, equipment and services as described herein and indicated on the drawings. Also, the work shall include the maintenance of all plants and planting areas until acceptance by the Owner, and fulfillment of all guarantee provisions as herein specified.
2. Before beginning work, the contractor shall thoroughly acquaint himself with the existing site conditions and proposed plans. The intent is to provide a smooth transition between existing conditions that are to remain and the new site features with minimal damage to existing trees and vegetation.
3. Contractor is made aware of active existing underground utilities. It is the contractors responsibility to familiarize himself with the location of said utilities and other obstructions. The contractor shall investigate and verify, in the field, the existence and location of all utilities and any existing irrigation piping, and take necessary precautions to prevent their disturbance and avoid interruption of service. Contractor is responsible for calling appropriate line location service. All damaged utilities shall be replaced to owners satisfaction by contractor with no additional charge to owner.
4. Discrepancies between site conditions and conditions on plans shall be call to the attention of the Owner immediately.
5. Existing grades shall be verified in field prior to beginning any work. Discrepancies shall be brought to the landscape architects attention immediately. Landscape contractor to provide fine grading to ensure positive drainage.
6. The landscape architect shall have the right to reject any and all work and/or materials at any stage of progress which in his opinion do not meet the requirements of these plans and specifications. Such rejected material shall be removed from the site immediately and replaced with acceptable materials.
7. Landscape contractor is responsible for obtaining all state and local permits and licenses required to perform this work.
8. Landscape contractor shall abide by all state and local laws and ordinances. Contractor shall also conform to POA or ARB guidelines if applicable.
9. All work shall comply with the current edition of the Standard Building Code published by the Southern Building Code Congress International, Inc.
10. Topsoil shall be sandy/loam natural, friable, and fertile with a PH of 5.5 to 6.5. Topsoil shall be free from roots, stones, debris, noxious weeds, or any substance harmful to plant growth. Quality of Topsoil to be approved by Landscape Architect.
11. Once delivered to the site, the contractor is responsible for the protection, including theft, of all materials.
12. The landscape plan is to serve as a guide for installation. Field adjustment and changes to layout may be made by Landscape Architect.
13. Contractor shall layout all plant material per planting plans and schedule a site meeting with landscape architect for approval with a minimum of 48 hours notice.
14. Quantities shown on plant list are for convenience only.
15. All groundcover & flower beds shall receive 3" minimum of planting mix consisting of decomposed pinebark or mushroom compost and blended into the top 6" of existing soil. Rake beds smooth and top dress with 2" min. of ground pinebark prior to planting.
16. All tree and shrub planting pits shall be backfilled with 75% excavated soil & 25% planting mix consisting of decomposed pinebark or mushroom compost.
17. All trees shrubs and groundcovers shall be planted with Woodace fertilizer tabs at rates per manufactures recommendations. All planting beds shall also be top dressed with a slow release Osmocote fertilizer or equal per manufactures recommendations prior to mulching.
18. All beds shall receive Freehand pre-emergent herbicide or equal.
19. Unless otherwise noted, all beds shall receive 3" compacted depth of fresh Long Leaf pine straw free from sticks and pine cones. Groundcover areas with 4" plants or plugs shall be mulched with pulverized pinebark mulch unless otherwise noted.
20. All bed lines shall have 3" V-Shaped trenches. See detail.
21. All plant material shall meet or exceed federal, state, and county laws requiring inspection for plant disease and insect control.
22. All plant material shall be Florida #1 or better and meet the latest standards of the "American Standards for Nursery Stock".
23. All trees shall be staked with arbor guy (or equal) tree stakes per manufactures recommendations.
24. All disturbed areas shall be irrigated and sodded.
25. Contractor shall maintain all plantings and lawn areas until final acceptance by owner and landscape architect. Unless specified otherwise, maintenance includes mowing, edging, weeding, blowing, pruning, watering, mulching, etc.
26. Brown or defoliated plants shall be removed and replaced immediately.
27. All materials and workmanship for landscape and irrigation shall be guaranteed for a minimum of one year from final acceptance.
28. No work shall be performed in any R.O.W. without approval by the appropriate Federal, State, County, or City authority.

1 LANDSCAPE NOTES
NTS LA-16

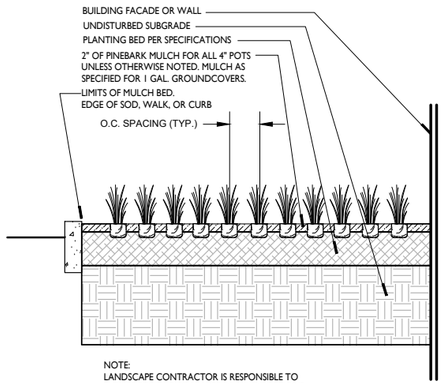


2 TREE PLANTING
N.T.S. LA-01



NOTE:
LANDSCAPE CONTRACTOR IS RESPONSIBLE TO ENSURE POSITIVE DRAINAGE IN ALL DIRECTIONS AND AWAY FROM ALL STRUCTURES.

3 SHRUB PLANTING DETAIL
N.T.S. LA-02



NOTE:
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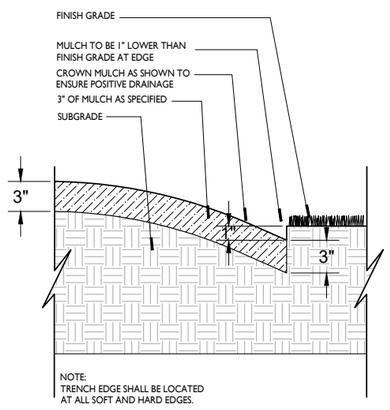
4 GROUNDCOVER PLANTING DETAIL
N.T.S. LA-03



NOTE:
TRENCH EDGE SHALL BE LOCATED AT ALL SOFT AND HARD EDGES.

5 TRENCH BED EDGE
N.T.S. LA-04

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPECS		REMARKS
CITY REQUIRED TREES									
	IE2	10	Ilex x attenuata 'Eagleston'	Eagleston Holly	2" Cal. Min.	8' Ht. Min.	30 Gal.		Single Trunk, Tree Form, No B&B. Trees Shall Meet Size Specifications Regardless of Container Size. Approve photo with LA.
	LM	2	Lagerstroemia x `Muskogee`	Single Trunk Muskogee	2" Cal. Min.	8' Ht. Min.	30 Gal.		Single Trunk,Tree Form, No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	MB	1	Magnolia grandiflora `Brackens Brown Beauty`	Bracken`s Magnolia	2" Cal. Min.	10' Ht. Min.	45 Gal.		FTG. NO B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	MS	3	Magnolia virginiana 'Jim Wilson'	Moonglow Sweet Bay	(3) Canes Min. @ 1" Cal. Min. Per Cane	10' Ht. Min.	30 Gal.		Multi. Trunk, Tree Form, No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	QL	3	Quercus lyrata	Overcup Oak	2.5" Cal.	10' Ht. Min.	30 Gal.		No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	TD	6	Taxodium distichum	Bald Cypress	2" Cal. Min.	10' Ht. Min.	30 Gal.		No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE		SPACING	REMARKS
SHRUBS									
	CJ	49	Cleyera japonica	Cleyera	48" Tall at Planting			60" o.c.	Must be 48" tall planted out from finished grade at time of planting. Regardless of container size.
	DW	27	Myrica cerifera `Tom`s Dwarf`	Tom`s Dwarf Waxmyrtle	3 gal			48" o.c.	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		SPACING	REMARKS
GROUND COVERS									
	CT	10,731 sf	Cynodon dactylon `Tif 419`	419 Bermuda Grass	sod				Contractor shall verify quantity.
	LS	130	Liriope muscari `Silver Dragon`	Silver Dragon Liriope	1 gal.			15" o.c.	Plant Ceaux Nursery Doug Young Nursery

NOTES:
1. LONG LEAF PINESTRAW ALL BEDS EXCEPT 4"& 1 GAL. POTS.
2. 4"& 1 GAL. POTS TO BE PLANTED IN 3" OF PLANTING MIX AND TOP DRESSED WITH GROUND PINEBARK.
3. APPLY GRANULAR PRE-EMERGENT TO ALL PLANTING BEDS. SEE NOTES.
4. USE WOODACE FERTILIZER TABS IN ALL PLANTING PITS. SEE NOTES.
5. PREP. PLANTING PITS & GROUNDCOVER AREAS WITH PLANTING MIX. SEE NOTES.
6. THIS PLANT LIST IS FOR CONVENIENCE ONLY. CONTRACTOR TO VERIFY.
7. SEE LANDSCAPE NOTES.

APPROVED NURSERIES:
1. GREEN FOREST NURSERY
2. FLOWERWOOD NURSERY
3. GREENS NURSERY
4. CHERRY LAKE NURSERY
Other nurseries may he approved at the discretion of the landscape architect.

CITY OF FAIRHOPE LANDSCAPE REQUIREMENTS:

PERIMETER REQUIREMENTS:
Bushel Road Frontage Feet = 115'/30' = 4 Trees in First 25' regardless of tree credits.
Hwy 181 Road Frontage Feet = 115'/30' = 4 Trees in First 25' regardless of tree credits.
Remaining Perimeter Feet = 748'/30' = 25 Trees
Parking Requirements (1 Tree/12 Spaces) = 7 Spaces/12 = 1 Trees
Total Existing Tree Credits = 0
Total Trees Required = (2) Bushel, (0) Hwy 181 (Overstory),
22 Perimeter Trees (At Least 50% Overstory), & 1 Parking Lot Trees

EXISTING TREE CREDIT TABLE

TREES PROPOSED TO REMAIN:

#1-2" Nuttall Oak	/8 = 1
#2-2" Live Oak	/8 = 1
#3-2" Bald Cypress	/8 = 1
#4-2" Nuttall Oak	/8 = 1
#5-2" Bald Cypress	/8 = 1
#6-2" Bald Cypress	/8 = 1
#7-2" Bald Cypress	/8 = 1
#8-2" Bald Cypress	/8 = 1
#9-2" Bald Cypress	/8 = 1
Total Tree Credits	= 9

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JIFFY LUBE
Bushel Drive
Fairhope, AL

SEAL
STATE OF ALABAMA
JAMES CHRISTOPHER HENRY
3/5/26
Number 539
REGISTERED LANDSCAPE ARCHITECT

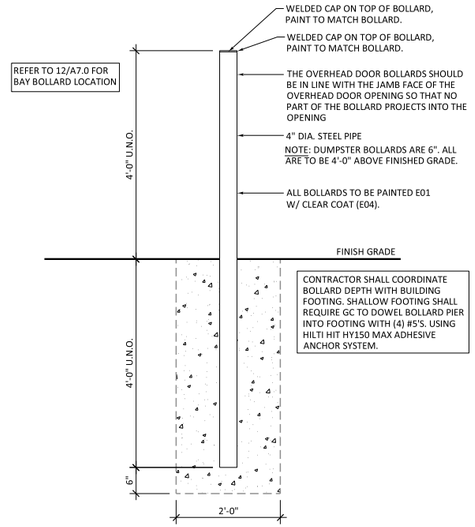
ISSUED/REVISED
Permitting 1/20/26
Revised 2/9/26
Revised 2/10/26
Revised 3/5/26

SHEET TITLE
LANDSCAPE DETAILS

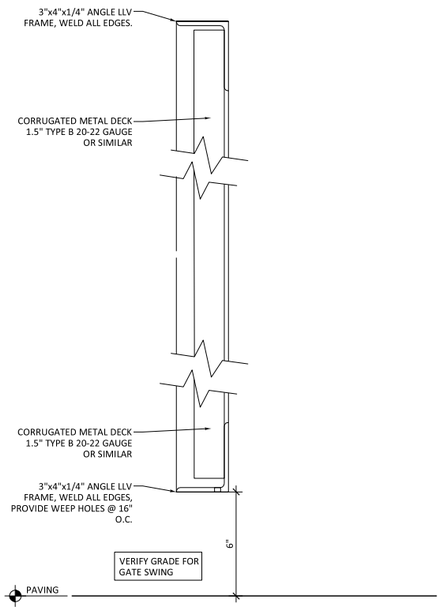
DESIGNED BY JC	FILE NAME JIFYLA
DRAWN BY JC	SHEET L-1.2
CHECKED BY JC	
PROJECT NO. 2603	
DATE 1/15/26	

REINFORCED MASONRY

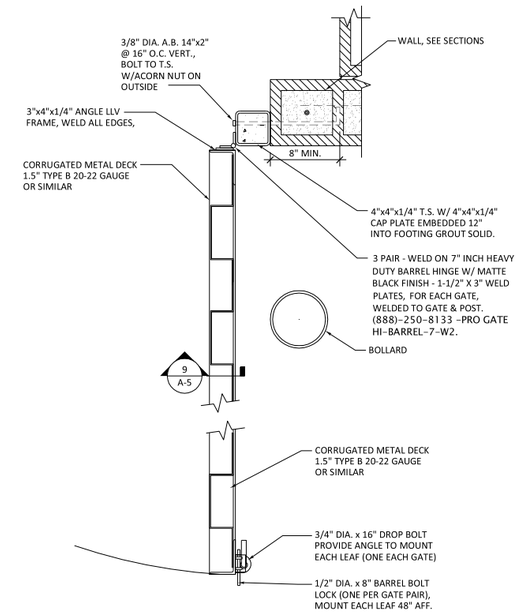
1. THE REINFORCED MASONRY FOR THIS PROJECT HAS BEEN DESIGNED AND DETAILED IN ACCORDANCE WITH THE ALLOWABLE STRESS DESIGN METHOD.
2. MASONRY WALLS HAVE BEEN DESIGNED TO SPAN VERTICALLY, AS SIMPLE SPANS, FROM FLOOR TO STEEL GIRT LINE, AND ARE DEPENDENT UPON THE COMPLETED INSTALLATION OF THE STEEL GIRTS AND COMPLETION OF ALL MASONRY WALLS FOR STABILITY AND FOR RESISTANCE TO WIND AND SEISMIC FORCES. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ALL NECESSARY BRACING AS REQUIRED FOR STABILITY, RESISTANCE OF CONSTRUCTION LOADS, AND FOR RESISTANCE TO WIND AND SEISMIC FORCES UNTIL THE ENTIRE STRUCTURE IS COMPLETE. THE SHORING SHALL NOT RELY ON ANY MOMENT RESISTANCE CAPACITY OF THE FOOTINGS.
3. REINFORCED MASONRY SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH, f'm = 1500 PSI. MASONRY UNITS SHALL BE NORMAL WEIGHT BLOCK CONFORMING TO ASTM C90 AND SHALL HAVE A MINIMUM NET AREA COMPRESSIVE STRENGTH OF 1900 PSI. MORTAR SHALL CONFORM TO ASTM C270, TYPE S. PORTLAND CEMENT TYPE 1 OR 2, LOW ALKALI PER ASTM C150 NON AIR ENTRAINED OR HYDRATED LIME PER ASTM C207 TYPES. GROUT SHALL CONFORM TO ASTM C476 AND SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2000 PSI.
4. REFERENCE THE ARCHITECTURAL DRAWINGS FOR GENERAL LOCATIONS OF CONTROL JOINTS IN MASONRY WALLS. HORIZONTAL BOND BEAM AND LINTEL REINFORCING SHALL BE CONTINUOUS ACROSS VERTICAL CONTROL JOINTS. JOINT REINFORCING SHALL BE STOPPED EITHER SIDE OF VERTICAL CONTROL JOINTS.
5. MASONRY REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, UNLESS NOTED OTHERWISE.
6. CONTINUOUS WIRE REINFORCING (JOINT REINFORCING) SHALL BE GALVANIZED TRUSS OR LADDER TYPE FORMED FROM 9 GAUGE COLD-DRAWN STEEL WIRE COMPLYING WITH ASTM A82. JOINT REINFORCING SHALL BE SPACED AT 16" O.C. VERTICALLY IN ALL MASONRY WALLS.
7. ALL REINFORCED CELLS AND ALL CELLS BELOW THE FINISHED FLOOR ELEVATION SHALL BE GROUTED SOLID.
8. WHEN A FOUNDATION DOWEL DOES NOT LINE UP WITH A VERTICAL BLOCK CORE, IT SHALL NOT BE SLOPED MORE THAN ON HORIZONTAL IN SIX VERTICAL. DOWELS MAY BE GROUTED INTO A CELL IN VERTICAL ALIGNMENT, EVEN THOUGH IT IS AN ADJACENT CELL TO THE VERTICAL WALL REINFORCING. GROUT THE CELL FOR THE FULL HEIGHT OF THE DOWEL.
9. ALL REINFORCING STEEL SHALL BE CENTERED IN THE MASONRY UNIT CELL, UNLESS NOTED OTHERWISE.
10. ALL REINFORCING STEEL SHALL BE SECURED IN PLACE BEFORE GROUTING STARTS.
11. ALL REINFORCING BARS SHALL HAVE A MINIMUM GROUT COVER OF 1/2" TO THE INSIDE OF THE MASONRY UNIT, A MINIMUM OF TOTAL MASONRY COVER OF 2".
12. ALL REINFORCING BARS IN WALLS SHALL HAVE NOT LESS THAN ON E BAR DIAMETER NOR 1" CLEAR BETWEEN BARS.
13. ALL REINFORCING BARS IN COLUMNS AND PILASTERS SHALL HAVE NOT LESS THAN ONE AND ONE-HALF BAR DIAMETERS NOR 1 1/2" CLEAR BETWEEN BARS.
14. VERTICAL CELLS THAT WILL BE GROUTED SHALL HAVE A VERTICAL ALIGNMENT TO MAINTAIN A CONTINUOUS UNOBSTRUCTED CELL AREA NOT LESS THAN 3"x4".
15. GROUTING SHALL BE STOPPED 1 1/2" BELOW THE TOP OF A COURSE SO AS TO FORM A KEY AT THE POUR JOINT.
16. GROUTING OF MASONRY BEAMS AND LINTELS OVER OPENINGS SHALL BE DONE IN ONE CONTINUOUS OPERATION.
17. ALL BOLTS, ANCHORS, ETC., INSERTED IN THE WALLS, SHALL BE GROUTED SOLID INTO POSITION.
18. UNDER ALL BEAMS AND JOIST BEARINGS, FILL UNITS 2 CMU COURSES DEEP x 32" WIDE MINIMUM.
19. PROVIDE A CONTINUOUS BOND BEAM UNDER ALL TRUSS BEARINGS.
20. ALL REINFORCING LAP SPLICES SHALL BE A MINIMUM OF 72 BAR DIAMETERS BASED ON THE MAXIMUM ALLOWABLE STRESS, UNLESS NOTED OTHERWISE.



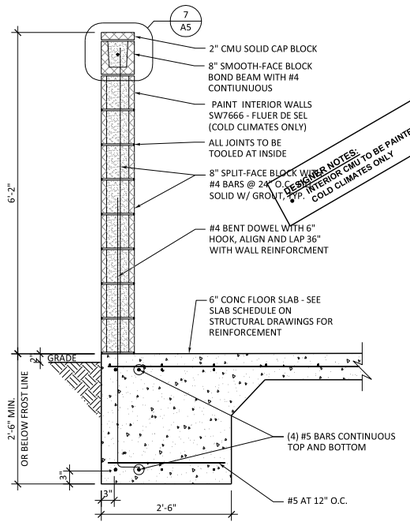
10 TYP. PIPE BOLLARD DETAIL
SCALE: 3/4" = 1'-0"



9 GATE SECTION
SCALE: 3" = 1'-0"

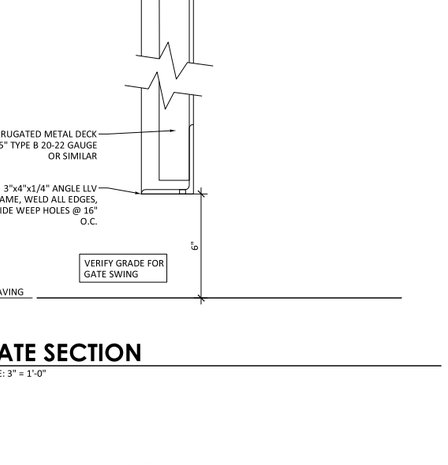


8 GATE DETAIL
SCALE: 1-1/2" = 1'-0"

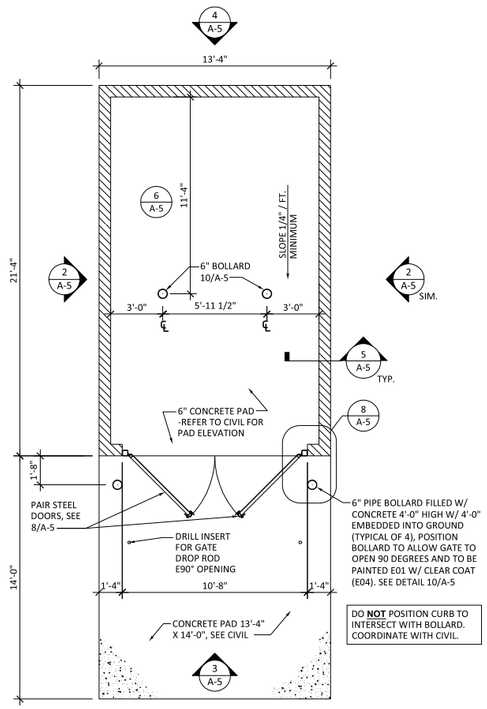


5 WALL SECTION
SCALE: 3/4" = 1'-0"

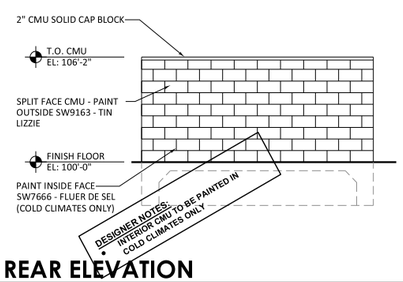
6 NOT USED



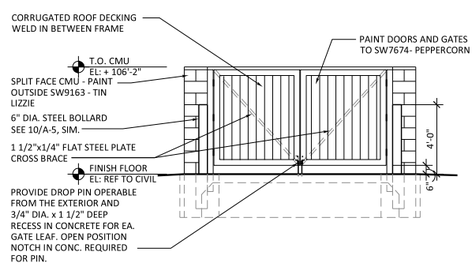
7 WALL CAP DETAIL
SCALE: 3" = 1'-0"



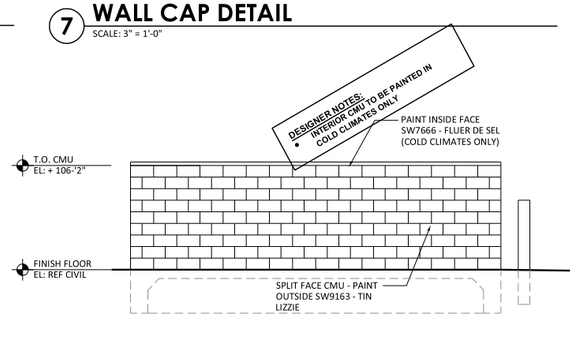
1 CMU DUMPSTER ENCLOSURE
SCALE: 1/4" = 1'-0"



4 REAR ELEVATION
SCALE: 1/4" = 1'-0"



3 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

ARCHITECTURAL DESIGN•GUILD
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JOB NUMBER: 2025.0201.00

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jiffy lube®
MULTI-CARE SERVICES
JIFFY LUBE PROTOTYPE - 1 X 3 FRANCHISEE PROGRAM
CITY, STATE
1234 STREET

NO:	DATE:	ISSUE:
	3.27.25	1X3 MARCH 2025 RELEASE
1	5.7.25	PROTOTYPE UPDATES - 2025-04

DUMPSTER ENCLOSURE

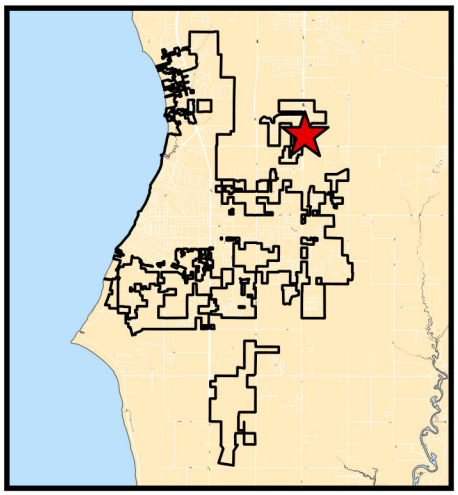
DRAWN: RB CHECKED: JES

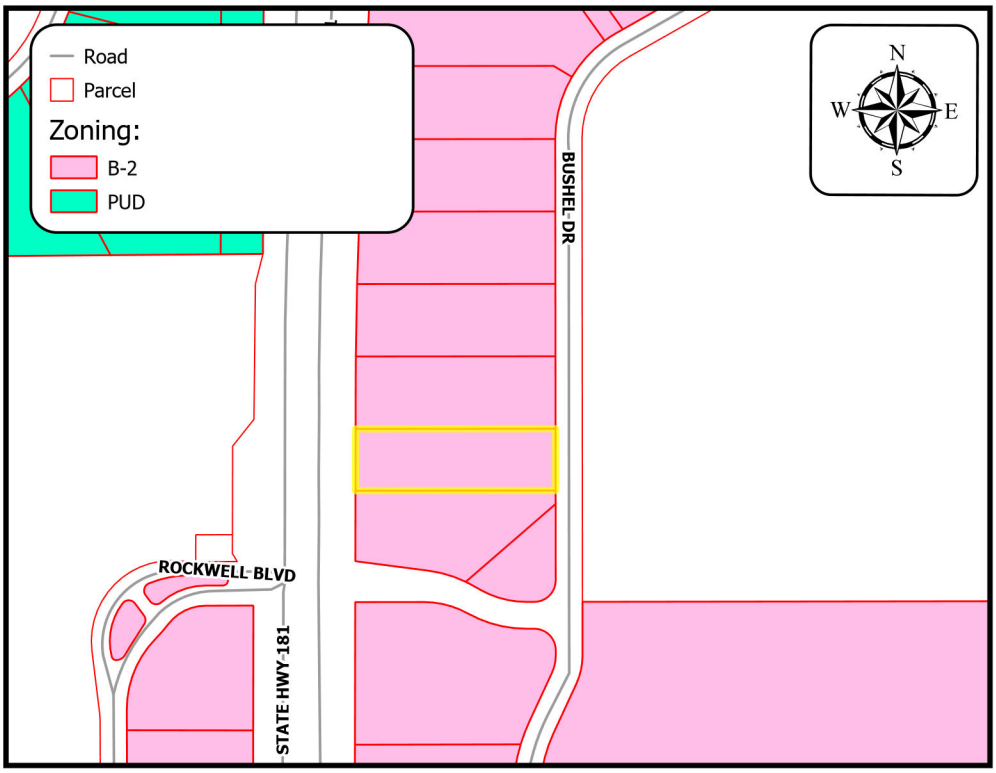
SHEET NO:

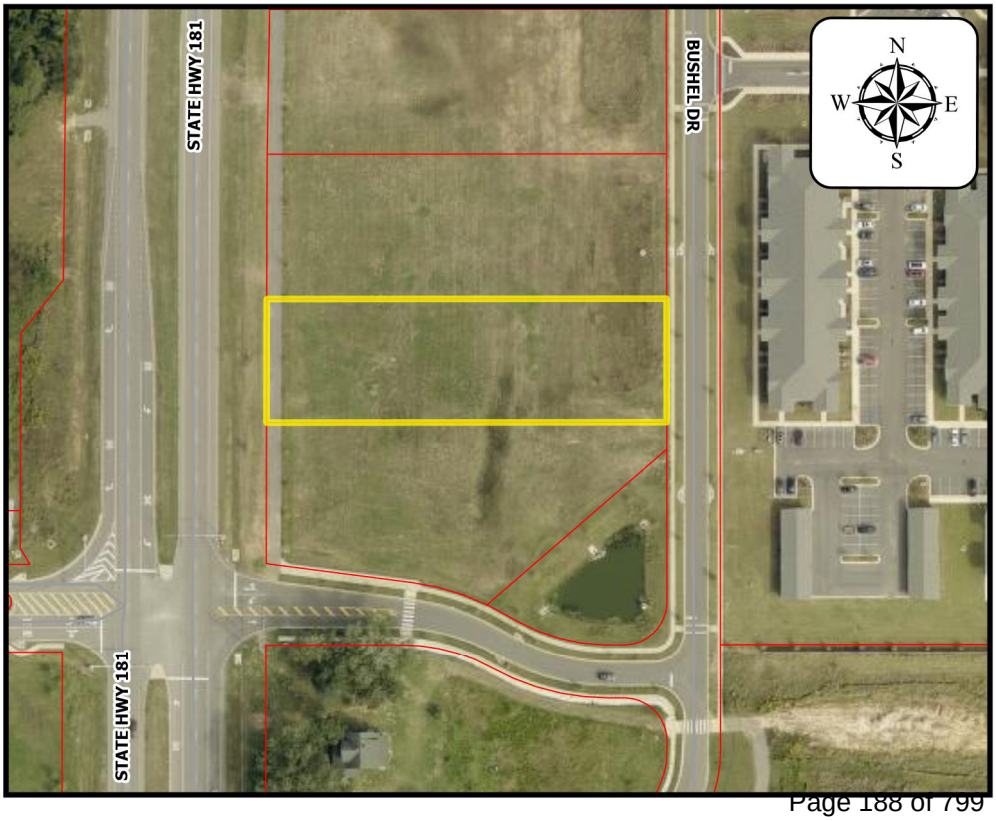
A-5

City of Fairhope
Planning Commission
March 2, 2026

SR 26.01 - Jiffy Lube







Project Name:
Jiffy Lube
Site Data:
0.99 acres
Project Type:
Site Plan Approval
Jurisdiction:
Fairhope Planning Jurisdiction
Zoning District:
B-2, General Business District
PPIN Number:
633808
General Location:
Northeast corner of State Highway 181 and State Highway 104
Surveyor of Record:
Lieb Engineering
Engineer of Record:
Lieb Engineering
Owner / Developer:
Rockwell LLC
School District:
Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:
Approved w/ Conditions
Prepared by:
Payton Rogers

SUMMARY OF REQUEST

Request of the Applicant, Lieb Engineering, on behalf of the Owner, Rockwell LLC, for Site Plan Approval of Jiffy Lube Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 2 of Rockwell Place north of the northeast corner of State Highway 181 and State Highway 104 and is 0.99± acres.

SITE HISTORY

The subject site has had numerous Subdivision, Multiple Occupancy Project (MOP), and Zoning Change applications before both the City of Fairhope and County Planning Commissions. Most recently the subject site was before the Planning Commission at its July 7, 2025 meeting included as part of a request for approval of a 10-Lot Major Subdivision to resubdivide Rockwell Place Lot 1.

STAFF COMMENTS

Site Plan
The proposed site plan is attached to the end of this report as an exhibit.

Setbacks - COMPLIANT
The Final Plat recorded for Rockwell Place Commercial Subdivision establishes setback requirements for Lot 2 to be 70 feet from the East property line along Bushel Drive, zero (0) feet from the North and South property lines, and 30 feet from the West property line along State Highway 181. All setbacks are illustrated as compliant on the proposed Site Plan. However, some are incorrectly labeled. On the West side of the Lot the 20-foot Drainage & Utility Setback should be revised to state “20’ Drainage and Utility Easement”, the Minimum Highway Setback should be revised to state “Minimum Highway Construction Setback (125’ From Centerline), and the 30-foot Landscape & Greenspace Buffer should be revised to state “30’ Landscape & Greenspace Buffer & Minimum Building Setback”. If approved, the Site Plan should be revised to reflect the aforementioned labels accurately.

On the East side of the Lot the proposed Site Plan illustrates two different building setbacks. As previously stated the Final Plat for Rockwell Place Commercial Subdivision established a minimum 70-foot Front Building Setback along Bushel Drive for the subject site. As such, if approved, the Site Plan should be revised to remove the additional 40-foot setback illustrated.

Buildings - COMPLIANT
B-2, General Business District has a required maximum building height of 30 feet. The proposed building height for the one-story structure is 22 feet.

Tree & Landscaping - COMPLIANT
The City of Fairhope Trees and Landscaping Ordinance details all tree planting and landscape area requirements for commercial development. As proposed, the Site Plan illustrates full compliance with the Trees and Landscaping Ordinance (see exhibits). The Tree and Landscape plan illustrates nine (9) overstory trees which currently exist on site that, while not of a large enough size to count as Credit Trees, do count towards required tree plantings. It’s important to note, however, that these nine (9) overstory trees were included as required street tree and greenspace buffer plantings approved with the various Rockwell Place subdivisions, and as such, cannot be removed and must be protected throughout construction.

If approved a note should be added to the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance.

Parking - NON-COMPLIANT
Article IV-E.4 Table 4-3, *Parking Schedule* requires a minimum of five (5) parking spaces for the subject site and allows for an overage of one (1) additional space not to exceed a total of six (6) spaces for the site. As proposed, the Site Plan illustrates seven (7) parking spaces in total which includes one (1) handicap spaces and two (2) compact spaces. As such, if approved, the Site Plan should be revised to remove one (1) of the excess parking spaces while maintaining compliance with compact car and pervious surfacing parking standards.

Connectivity - COMPLIANT
Sidewalks and pedestrian connectivity are illustrated along Bushell Drive, as required. Additionally, the proposed Site Plan provides direct access to the existing 11-foot-wide multi-purpose trailway along State Highway 181.

Drainage - COMPLIANT
Drainage has been accounted for the entire commercial portion of Rockwell Place in accordance with SD 25.08.

Exterior Lighting - COMPLIANT
As proposed, all exterior lighting is compliant with Article IV Section B.3 of the Zoning Ordinance.

Mechanical Equipment - NON-COMPLIANT
As illustrated, the Site Plan depicts HVAC mechanical equipment to be located on a concrete pad north of the proposed structure and does not illustrate any mechanical screening as required by Article IV.B.2.a. As such, if approved, the Site Plan, Civil Plans, and Elevation Plans should be revised to include compliant mechanical screening or relocation of all mechanical equipment to the roof.

Dumpster - NON-COMPLIANT
The proposed plans illustrate a dumpster with screening on the East side of the proposed parking area. However, a dumpster detail was not provided illustrating compliant screening. As such, if approved Architectural Plans should be provided illustrating compliant dumpster screening.

Signage - N/A
Signage will be reviewed at time of a sign permit submittal. It should be noted that as proposed, the subject site is allowed a maximum of two (2) building signs and two (2) freestanding signs with the total aggregate surface area for ALL permitted signage to be no greater than 50 square feet.

Erosion Control - COMPLIANT
An erosion control plan was submitted with the application and is acceptable.

Utilities - COMPLIANT
A utility plan was submitted and has been reviewed and approved by the appropriate providers. No utility upgrades are required.

ADA Standards - COMPLIANT
ADA requirements per the Architect are met and at time of building permit will be further verified.

Traffic - COMPLIANT
A traffic study was conducted for Rockwell Place Subdivision, and the road infrastructure was designed in accordance with the recommendations from the traffic study. Shared access points are on the plat to limit the number of curb cuts on Bushel Drive.

Lot Access - COMPLIANT
As illustrated, the Site Plan proposes shared access with Lot 1 to the South in accordance with the Rockwell Place Commercial Subdivision Final Plat.

Comprehensive Plan - COMPLIANT
Rockwell Place is in a newly recognized Suburban Mixed-Use Center in the proposed Comprehensive Plan.

Impacts on Surrounding Neighborhood - COMPLIANT
As previously stated, the subject site is zoned B-2. Directly adjacent to the site are the Rockwell Place Apartments. Proper buffers are included in the plans to mitigate the conflicting land uses.

Benefits to the Community - COMPLIANT
There are a lot of residential units being built in the immediate surrounding area, especially to the North. A commercial retail center with a variety of retail/restaurant/office/commercial units will be a benefit to the residential subdivisions.

SITE PLAN CONSIDERATIONS

Standards of Review:

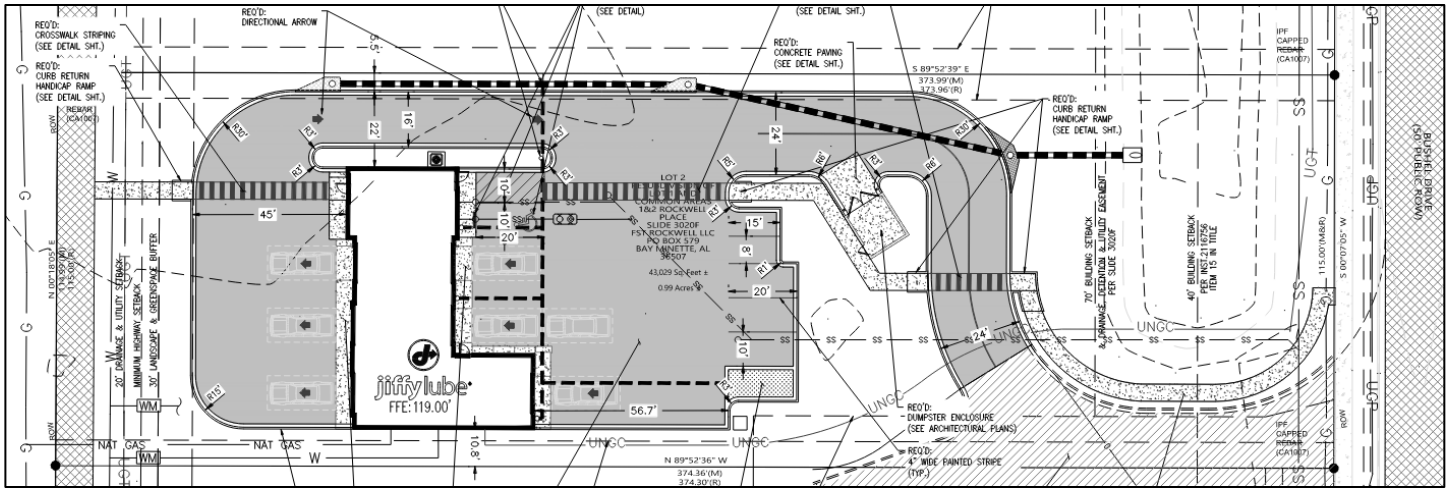
Article II Section C.2.d of the City of Fairhope Zoning Ordinance sets forth all criteria for reviewing Site Plan Review requests.

Recommendation:

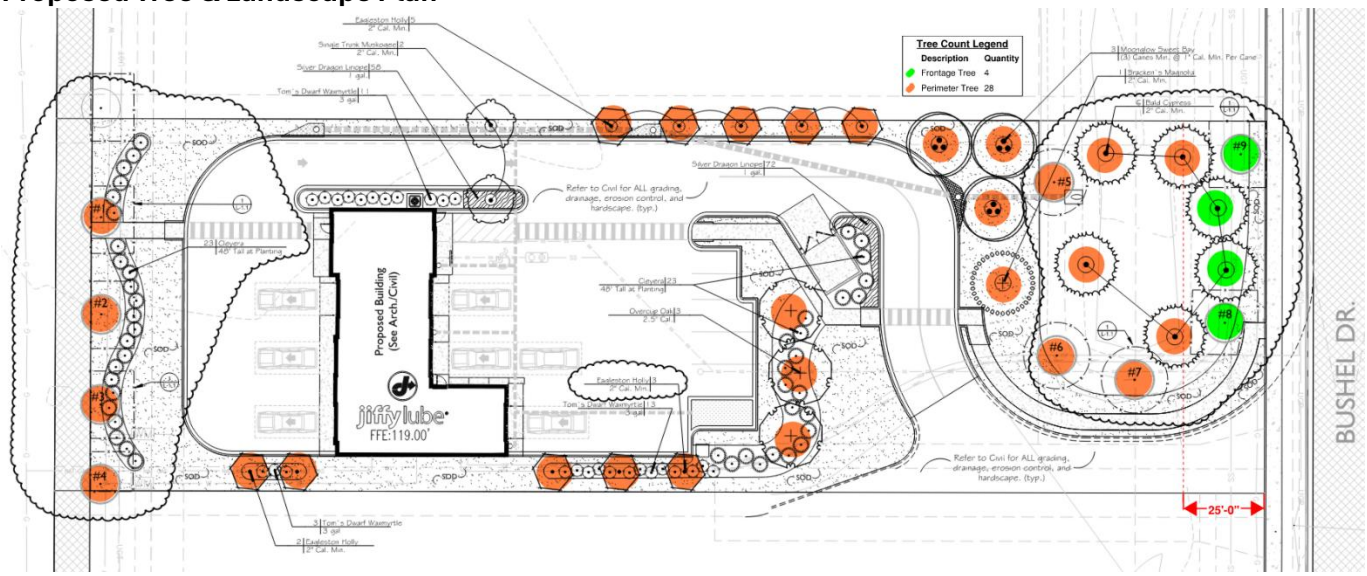
Staff recommends **APPROVAL** of SR 26.01 – Jiffy Lube Fairhope Site Plan with the following conditions:

1. Revision of the Site Plan to accurately label all easements and setbacks in accordance with the Final Plat for Rockwell Place Commercial Subdivision (Resubdivision of Lot 1 and Common Areas 1 & 2, Rockwell Place);
2. Provision of a note on the Tree and Landscape Plan stating that all nine (9) existing Credit Trees shall not be removed and shall be protected throughout construction in accordance with the City of Fairhope Trees and Landscaping Ordinance;
3. Revision of the Site Plan to remove one (1) of the excess parking spaces while maintaining compliance with compact car and pervious surfacing parking standards;
4. Revision of the Site Plan, Civil Plans, and Elevation Plans to include compliant mechanical screening or relocation of all mechanical equipment to the roof; and
5. Provision of Architectural Plans prior to issuance of Building Permit illustrating compliant dumpster screening.

Proposed Site Plan

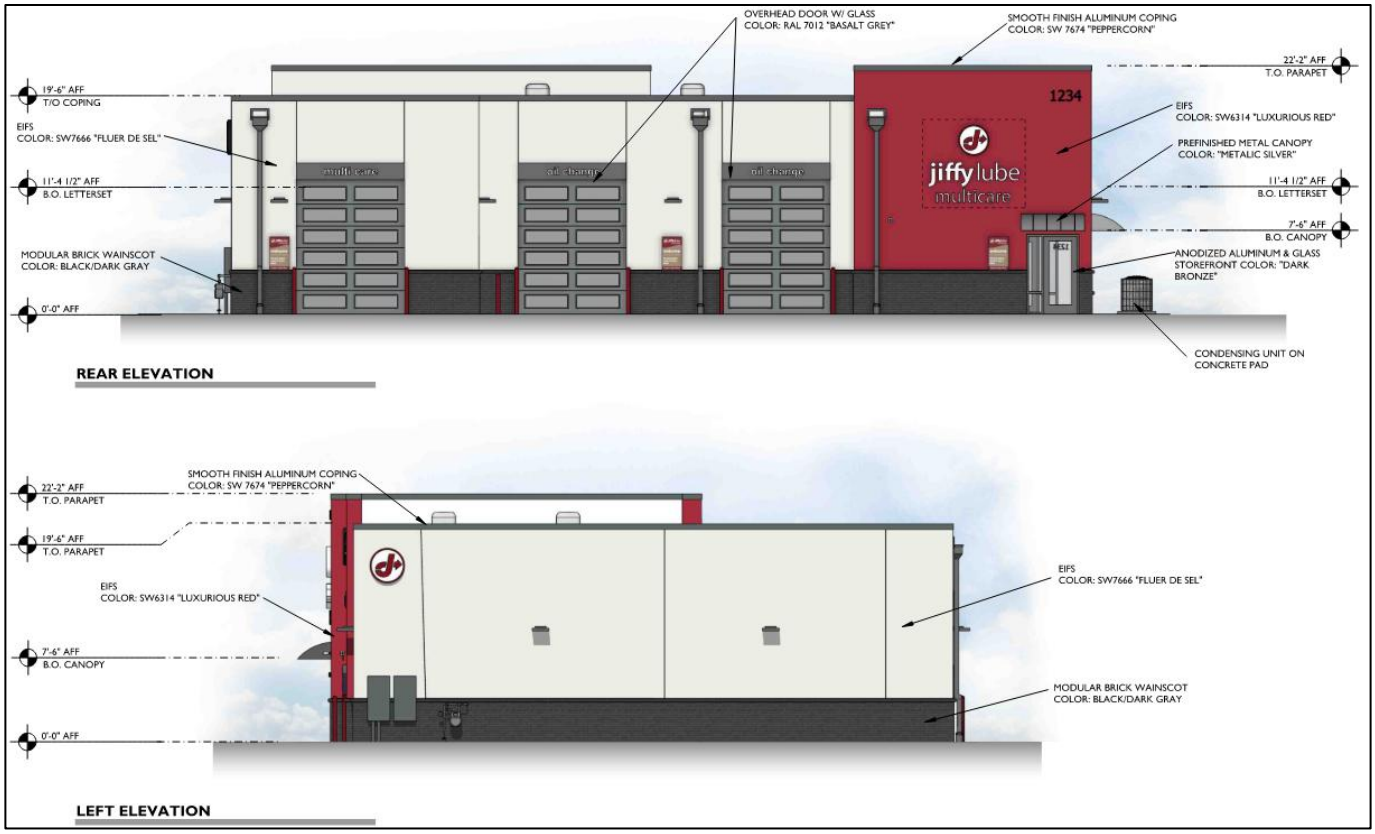


Proposed Tree & Landscape Plan



TREE & LANDSCAPE COMPLIANCE TABLE			
Reviewed by	Payton Rogers		
Date	02/19/26		
Total	**Plan Required**	**Plan Provided**	**Plan Compliance?**
Landscape Area			
Total Landscape Area	8,603	18,170	Yes
Front Landscape Area	5,162	17,256	Yes
Frontage Trees	**3**	**4**	Yes
Frontage 1	3	4	Yes
Frontage 2	0	0	
Frontage 3	0	0	
Frontage 4	0	0	
Perimeter Trees	**28**	**28**	Yes
Parking Trees	**0**	**0**	
Overstory	0	0	
Understory	0	0	
Parking Understory < 50%			
Total	**31**	**32**	Yes
Overstory	31	32	Yes
Understory	0	0	
Total Trees Saved (Credits)	**0**		
Total New Overstory Planted	**32**		
Total New Understory Planted	**0**		
Species Richness (> 4)	**6**		Yes

Proposed Elevations



APPLICATION FOR SITE PLAN APPROVAL

Application Type: ☐ Site Plan
Attachments: ☐ Articles of Incorporation or List all associated investors

Date of Application: _____

Property Owner / Leaseholder Information

Name of Property Owner: ROCKWELL LLC Phone Number: 251-937-9544
Address of Property Owner: PO BOX 579
City: BAY MINETTE State: AL Zip: 36507

Proposed Site Plan Name: Jiffy Lube Fairhope
Site Acreage: 0.99 Sq. Footage: 43,029 SF
Parcel No: 05-46-01-02-0-000-001.911 Current Zoning: B-2

Authorized Agent Information

Name of Authorized Agent: Chris Lieb with Lieb Engineering Phone Number: 2519789779
Address: 7671 Parker Rd
City: Fairhope State: AL Zip: 36532
Contact Person: Chris Lieb

Engineer/Architect Information

Name of Firm: Lieb Engineering Company Phone Number: 2519789779
Address: 7671 Parker Rd
City: Fairhope State: AL Zip: 36532
Contact Person: Chris Lieb

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

ROCKWELL LLC — MANAGER
Property Owner/Leaseholder Printed Name — Signature

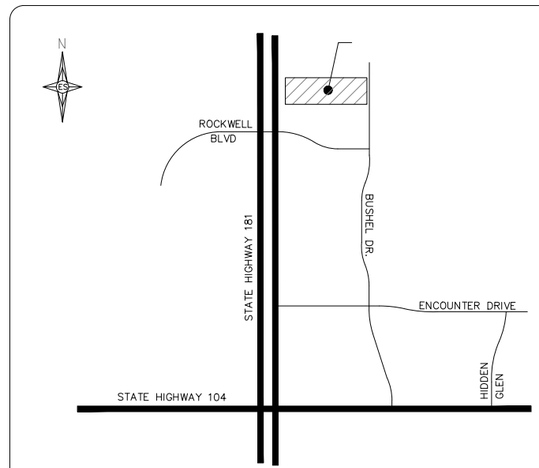
1-19-2026 —
Date — Fairhope Single Tax Corp. (If Applicable)

FAIRHOPE JIFFY LUBE

BUSHEL DRIVE
FAIRHOPE, AL 36532

INDEX TO SHEETS

SHEET NO.	SHEET NAME
C1.0	TITLE SHEET
C2.0	CIVIL NOTES
C3.0	SITE PLAN
C4.0	GRADING & DRAINAGE PLAN
C5.0	UTILITY PLAN
C6.0	EROSION CONTROL PLAN
C7.0	PEDESTRIAN CIRCULATION PLAN
C8.0	AERIAL OVERLAY
C9.0–C11.0	CIVIL DETAILS



VICINITY MAP
NOT TO SCALE

PROJECT CONTACT INFORMATION

OWNER:
GUGGENHEIM DEVELOPMENT SERVICES, LLC
3000 INTERNET BLVD. SUITE 570
FRISCO, TX. 75034
CONTACT: ANGEL ROBINSON

ENGINEER:
LIEB ENGINEERING COMPANY, LLC
7671 PARKER ROAD
FAIRHOPE, AL. 36532
(251) 978-9779
CONTACT: CHRIS LIEB, PE

SURVEYOR:
GONZALEZ – STRENGTH & ASSOCIATES, INC.
1550 WOODS OF RIVERCHASE DRIVE, SUITE 200
HOOVER, AL. 35244
(205) 942-2486
CONTACT: DEREK MEADOWS

ALABAMA ONE-CALL

THE CONTRACTOR IS REQUIRED TO CALL "ALABAMA ONE-CALL" 1-800-292-8525 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION AND SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.

ISSUED FOR REVIEW

REVISIONS

A	ISSUED FOR REVIEW	1/20/2026	

SITE LOCATION

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102
DRAWN BY: JLG DATE: 1/20/2026 SCALE: AS SHOWN
CHECKED BY: CJL APPROVED BY: CJL ENGR: CJL

FAIRHOPE JIFFY LUBE
TITLE SHEET
FAIRHOPE, AL
OWNER:

SHEET NUMBER 1 OF 11

C1.0 A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
1/20/2026

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO CONSTRUCT THIS PROJECT AND PAY ALL PERMIT FEES. ALL PERMITS MUST BE IN-HAND PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION.
3. CONSTRUCTION SITE SAFETY, INCLUDING ALL ADEQUATE TEMPORARY BRACING AND SHORING, IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO FIELD LOCATE ANY AND ALL UTILITIES PRIOR TO ORDERING MATERIALS AND/OR BEGINNING CONSTRUCTION. ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO LIEB ENGINEERING IMMEDIATELY. THE CONTRACTOR SHALL EXERCISE DUE CARE TO PROTECT THEM FROM DAMAGE DURING EXCAVATION AND CONSTRUCTION.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ADJACENT PROPERTIES AND IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS ON OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. ALL EXCAVATIONS SHALL ADHERE TO THE PROVISIONS OF THE MOST CURRENT OSHA STANDARDS AND SPECIFICATIONS.
7. THIS PROPERTY IS IN ZONE "X" AS PER THE MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION COMMUNITY PANEL NUMBER 661 OF 1100 FOR BALDWIN COUNTY AND MAP NUMBER 01003C0661M AS PER REVISED MAP DATED APRIL 19, 2019.
8. SURVEY DATA WAS COMPILED FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY GONZALEZ – STRENGTH & ASSOCIATES, INC.

SITE DEMOLITION NOTES:

1. ALL EXISTING IMPROVEMENTS SHALL REMAIN WITHIN THE LIMITS OF CONSTRUCTION UNLESS SPECIFICALLY NOTED,"TO BE REMOVED".
2. CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING ITEMS TO BE SALVAGED, REMOVED AND REUSED, ETC. CONTRACTOR TO USE CAUTION NOT TO DAMAGE THESE ITEMS DURING REMOVAL AND/OR REUSE. ANY DAMAGED ITEMS SHALL BE REPAIRED/REPLACED AT CONTRACTOR'S EXPENSE.
3. ANY AND ALL UTILITIES IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED OR RELOCATED. COORDINATE WITH UTILITY PROVIDER PRIOR TO REMOVAL/RELOCATION.
4. SAWCUT EXISTING HARDSCAPES AT LIMITS OF REMOVAL. ASPHALT PAVING SHALL BE MILLED A MINIMUM OF 8" TO ENSURE A SMOOTH TRANSITION TO PROPOSED ASPHALT PAVING.
5. CONTRACTOR TO DISPOSE OF ALL DEMOLITION AND CONSTRUCTION DEBRIS AT LEAST WEEKLY IN AN APPROVED MANOR.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, RELOCATION OR PROTECTION OF ALL ABOVE AND BEOW GROUND EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS UNLESS NOTED.

LAYOUT NOTES:

1. TOPOGRAPHY AND SITE BOUNDARIES SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO ORDERING MATERIALS AND/OR BEGINNING CONSTRUCTION. IMMEDIATELY NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
2. ALL DIMENSIONS AND COORDINATES SHOWN ARE TO THE OUTSIDE FACE OF BUILDING TO THE BACK OF CURB, OR TO THE EDGE OF SURFACING UNLESS OTHERWISE NOTED.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL BENCHMARKS AND PROPERTY CORNERS. ANY REPLACEMENT WILL BE AT THE CONTRACTOR'S EXPENSE.
4. VERIFY ALL DIMENSIONS AND CONDITIONS RELATED TO EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF LIEB ENGINEERING. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. SCALE IS FOR GUIDELINE PURPOSES ONLY. IF DIMENSIONS ARE UNCLEAR, DO NOT SCALE. REQUEST CLARIFICATION FROM THE ENGINEER.
5. CONTRACTOR SHALL FOLLOW STATE REQUIREMENTS FOR SURVEY PRACTICES FOR CONSTRUCTION LAYOUT WORK.

GRADING NOTES:

1. THE LIMITS OF CLEARING SHALL BE AT THE EDGE OF PROPOSED GRADING OR THE PROPERTY LINE, WHICHEVER IS LESS.
2. THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING COMPACTION TESTING.
3. ALL TOP SOIL WITHIN LIMITS OF CONSTRUCTION (5' BEYOND THE BUILDING FOOTPRINT AND 3' BEYOND PAVEMENTS AND WITHIN THE LIMITS OF GRADING) SHALL BE STRIPPED AND STOCKPILED ON SITE IN AN APPROVED MANNER. TOPSOIL SHALL BE SPREAD 6" DEEP ON ALL NON HARDSCAPE AREAS TO BRING TO FINISHED GRADE. ANY EXCESS TOPSOIL SHALL BE DISPOSED OF OFF SITE IN AN APPROVED MANNER.
4. IN CUT AREAS, SUBGRADE SHALL BE SCARIFIED A MINIMUM OF 1' AND RECOMPACTED BEFORE PLACING FILL OR ANY OTHER IMPROVEMENTS. RECOMPACTION SHALL MEET THE SPECIFIED DENSITY AND MOISTURE CONTENT IN GRADING NOTE #6 AND #7.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SUBGRADE AFTER IT HAS BEEN INITIALLY PREPPED DUE TO INCLEMENT WEATHER AND CONSTRUCTION TRAFFIC.
6. ALL STRUCTURAL FILL MATERIAL SHALL EXHIBIT CL, SP, SP-SM, SM OR SC CLASSIFICATION ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM HAVE A MAXIMUM OF 10% SOIL FINES PASSING THE NO. 200 SIEVE HAVE A MAXIMUM LIQUID LIMIT (LL) OF 50 HAVE A PLASTICITY INDEX (PL) OF 25 HAVE A MINIMUM STANDARD PROCTOR (ASTM D-698) MAXIMUM DRY DENSITY OF 110 PCF. MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND EACH LIFT COMPACTED TO 98 PERCENT STANDARD PROCTER DENSITY AS PER ASTM-D698, AT A FIELD MOISTURE WITHIN ±2 PERCENT OF OPTIMUM. ON SITE SOILS FREE OF ORGANICS AND DELETERIOUS MATERIALS AND SATISFYING THE SPECIFICATIONS PROVIDED ABOVE MAY BE STOCKPILED AND USED AS STRUCTURAL FILL.
7. PIPE BEDDING SHALL BE "SELECT SAND." THE MATERIAL SHALL CONTAIN LESS THAN 10% PASSING THE #200 SIEVE AND 90% OR LESS PASSING THE #40 SIEVE, BY WEIGHT. MATERIAL SHALL BE PLACED IN 8" LOOSE LIFTS AND EACH LIFT COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY AS PER ASTM-D698, AT A FIELD MOISTURE WITHIN ±3 PERCENT OF OPTIMUM. ON SITE SOILS FREE OF ORGANICS AND DELETERIOUS MATERIALS AND SATISFYING THE SPECIFICATIONS PROVIDED ABOVE MAY BE STOCKPILED AND USED AS STRUCTURAL FILL.
8. SUBGRADE SHALL BE PROOF ROLLED WITH A HEAVILY LOADED DUMP TRUCK AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL FOUNDATIONS, PAVING, ETC.. ANY AREAS SHOWING SIGNS OF PUMPING, RUTTING, OR ANY UNSUITABLE (ORGANIC, SOFT, WET, LOOSE) MATERIAL FOUND IN PLACE SHALL BE UNDERCUT AND REPLACED, OR MOISTURE CONDITIONED AND COMPACTED TO THE SPECIFIED DENSITY AND MOISTURE CONTENT SPECIFIED.
9. FINISHED GRADES ARE SHOWN ON THIS PLAN. CONTRACTOR SHALL MAKE THE APPROPRIATE HOLDDOWNS FOR SUBGRADE ELEVATIONS.
10. STORM DRAINAGE INLETS SHALL BE LOCATED AT THE LOWPOINTS. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
11. CONTRACTOR SHALL PROVIDE FOR PERSONNEL AND VEHICULAR PROTECTION AT ANY OPEN EXCAVATIONS IN ACCORDANCE WITH 29 CFR PART 1926 AS WELL AS ANY REQUIREMENTS FOR EXCAVATIONS GREATER THAN FOUR (4) FEET IN DEPTH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING ADJACENT TO EXISTING STRUCTURES AND UNDERGROUND UTILITIES DURING ALL EXCAVATION OPERATIONS. TYPE OF SHORING AND PROCEDURE TO BE FOLLOWED MAY BE SUBJECT TO THE ENGINEER'S REVIEW BUT THE STRUCTURAL ADEQUACY OF THESE SYSTEMS, AS WELL AS DAMAGES TO THE EXISTING FACILITIES, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
13. COMPACTION TESTS SHALL BE TAKEN AT THE RECOMMENDATION OF THE ON-SITE GEOTECHNICAL ENGINEER.
14. COMPACTION WITHIN LIMITED SPACES (I.E. MANHOLES, INLETS, UTILITY TRENCHES) SHOULD BE BACKFILLED AND COMPACTED SYSTEMATICALLY, AT THE DIRECTION OF THE ON-SITE GEOTECHNICAL ENGINEER. SAND BACKFILL SHALL BE INSTALLED IN 12" LOOSE LIFTS AND COMPACTED WITH 6-8 PASSES OF A VIBRATORY COMPACTOR.
15. DEWATERING SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. PROTECT SUBGRADES FROM SOFTENING, UNDERMINING, WASHOUT, AND DAMAGE BY RAIN OR WATER ACCUMULATION. REROUTE SURFACE WATER RUNOFF AWAY FROM EXCAVATED AREAS. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. DO NOT USE EXCAVATED TRENCHES AS TEMPORARY DRAINAGE DITCHES. INSTALL A DEWATERING SYSTEM TO KEEP SUBGRADES DRY AND CONVEY GROUND WATER AWAY FROM EXCAVATIONS. MAINTAIN UNTIL DEWATERING IS NO LONGER REQUIRED.
16. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS MAINTAINED THROUGHOUT CONSTRUCTION. PONDING AND STANDING WATER SHALL BE KEPT TO A MINIMUM.
17. THE MAXIMUM SLOPE IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2.0% GRADE IN ANY DIRECTION. THE SLOPE IN ALL HANDICAP ACCESS ROUTES SHALL NOT EXCEED 5.0% GRADE IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE. HANDICAP RAMPS SHALL NOT EXCEED 1:12 SLOPE IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE.
18. THE FINISHED GRADE SHALL SLOPE AWAY FROM THE BUILDING(S) AT LEAST 1.0%. THE FINISHED GRADE SHALL BE 6" BELOW THE BUILDING FINISHED FLOOR ELEVATION UNLESS OTHERWISE NOTED ON DRAWINGS. WATERPROOFING SHALL BE REQUIRED AT ALL LOCATIONS WHICH THE FINISHED GRADE IS ABOVE THE FINISHED FLOOR ELEVATION. CONTRACTOR SHALL NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.

EROSION CONTROL NOTES:

1. SITE EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A "NOTICE OF REGISTRATION"(NOR) FROM ADEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MONITORING, INSPECTIONS, ETC. TO ENSURE THE OWNER THAT THE SITE IS AT ALL TIMES IN ACCORDANCE WITH ADEM RULES & REGULATIONS. DOCUMENTATION OF INSPECTIONS BY A Q.C.I. OR Q.C.P. SHALL BE MAINTAINED BY THE CONTRACTOR AND PROVIDED TO THE OWNER AT HIS/HER REQUEST. ANY AND ALL FEES, FINES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
4. EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE A MINIMUM. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS.
5. EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES , CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
7. EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD, ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
8. AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
9. DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
10. A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
11. ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY
12. ALL PREVIOUSLY GRADED AREAS SHALL RECEIVE 4 INCHES OF TOPSOIL AND PERMANENT GRASSING UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
13. PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
14. ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
15. WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET AS INSTALLED.
16. GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
17. GEOTEXTILE SHALL BE PLACED ON ALL DITCH BOTTOMS & 1' UP EACH SIDE. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC250 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
18. GOOD HOUSEKEEPING PRACTICES AND PREVENTATIVE MAINTENANCE SHALL BE PERFORMED ON SITE DAILY TO PREVENT POLLUTION SOURCES FROM CONTACTING STORMWATER AND GROUND WATER. THIS INCLUDES, BUT IS NOT LIMITED TO: EQUIPMENT INSPECTION FOR LEAKS OF HAZARDOUS MATERIALS, PICKUP AND PROPER DISPOSAL OF WASTE MATERIALS TO APPROVED DISPOSAL SITES, STORING CONTAINERS AND BAGS AWAY FROM TRAFFIC ROUTES, PUBLICIZING POLLUTION PREVENTION CONCEPTS THROUGH POSTERS, WASHING EQUIPMENT AND VEHICLES AT APPROVED WASHING LOCATIONS, AND USING ONLY WATER (NO DETERGENTS) FOR WASHING ACTIVITIES.
19. AT A MINIMUM, THE EROSION CONTROL DEVICES SHOWN ON THESE PLANS SHALL BE INSTALLED. ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE IMMEDIATELY INSTALLED UPON ANY ADDITIONAL SILTATION, EROSION, AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS NOT MITIGATED OR UNFORESEEN BY THIS SET OF PLANS.
20. ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 13 DAYS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH ALDOT SPECIFICATIONS SECTION 652 AND 656.

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE LATEST EDITION AND REVISION OF PART VI OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE APPROVED TRAFFIC CONTROL PLAN FOR ALL CONSTRUCTION WITHIN WORK AREAS SHOWN AND DESCRIBED IN PART VI OF THE MUTCD.
2. PERMANENT ROADWAY SIGNS OR TEMPORARY CONSTRUCTION SIGNS WHICH ARE NOT APPLICABLE OR INAPPROPRIATE FOR THE CURRENT CONDITIONS SHALL BE COVERED OR REMOVED.
3. THE DIMENSIONS SHOWN OR DESCRIBED FOR LOCATING CONSTRUCTION SIGNS ARE NOMINAL. THE ACTUAL DIMENSIONS SHALL BE ADJUSTED TO BEST FIT LOCAL CONDITIONS AND PROVIDE MAXIMUM VISIBILITY.
4. IF TRAFFIC CONTROL DEVICES ARE NECESSARY FOR PROPER WARNING AND TRAFFIC CONTROL AFTER SUNSET, THEN AS A MINIMUM, TYPE "B" WARNING LIGHTS SHALL BE PLACED ON THE FIRST WARNING SIGN AND CHANNELIZING DRUM AND TYPE "A" REFLECTIVE SHEETING SHALL BE REQUIRED ON ALL SIGNS.
5. HAZARDOUS CONDITIONS ON OPEN ROADWAYS SUCH AS PAVEMENT DROP-OFFS IN EXCESS OF 2"; CONSTRUCTION MATERIALS, VEHICLES, OR EQUIPMENT STORED OR PLACED WITHIN THE ROADWAY RIGHT-OF-WAY; AND OPEN TRENCHES ACROSS OR NEAR THE ROADWAY SHALL NOT BE ALLOWED UNLESS THE CONTRACTOR IS ON SITE AND WORKING, AND PROPER TRAFFIC CONTROL MEASURES ARE BEING TAKEN.
6. THE CONTRACTOR SHALL KEEP OPEN ROADWAYS CLEAN AND FREE OF CONSTRUCTION DEBRIS, DIRT, LOOSE GRAVEL OR OTHER MATERIAL THAT MAY CAUSE HAZARDOUS DRIVING CONDITIONS.
7. TRAFFIC CONTROL DEVICES SHALL MEET THE STANDARD MATERIAL AND INSTALLATION REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF THE AL.D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
8. ROADWAYS AND DRIVEWAYS SHALL REMAIN OPEN DURING CONSTRUCTION.
9. CHANNELIZING DEVICES SHALL BE PLACED AT 10' ON CENTER ALONG MINIMUM 20' RADII TO CHANNELIZE TRAFFIC INTO AND OUT OF INTERSECTING ROAD AND DRIVES WITHIN AREAS WHERE CHANNELIZING DEVICES ARE REQUIRED. TEMPORARY REGULATORY SIGNS SUCH AS STOP SIGNS AND YIELD SIGNS SHALL BE PLACED AS NECESSARY FOR PROPER TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.
10. STANDARD LANE CLOSURE TIMES ARE 9AM-3PM MONDAY-FRIDAY FOR ALDOT ROUTES.

STORM DRAINAGE NOTES:

1. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL STORM PIPE MATERIALS TO LIEB ENGINEERING PRIOR TO INSTALLATION AND/OR FABRICATION.
2. ALL PROPOSED STORM INLETS (GRATES, CURB, YARD, AREA DRAINS) ARE TO BE LOCATED AT THE LOWPOINTS. GRADING SHALL BE TO DIRECT RUNOFF TO THESE INLETS. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
3. STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM. VERIFY ALL PIPE SLOPES, INVERTS, AND POINTS OF CONNECTION PRIOR TO CONSTRUCTION. NOTIFY LIEB ENGINEERING OF ANY DISCREPANCIES.
4. THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED STORM PIPE GRADES AND POINTS OF CONNECTION PRIOR TO INSTALLATION. LIEB ENGINEERING SHALL BE NOTIFIED OF ANY DEVIATIONS PRIOR TO CONSTRUCTION.
5. PROPOSED STORM PIPES SHALL BE BEDDED IN 6" OF SAND.
6. ALL RIP RAP SHALL BE CLASS 2 PER THE ALABAMA DEPT. OF TRANSPORTATION (ALDOT) STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
7. ALL STORM PIPES 15" AND LESS SHALL BE SMOOTH LINED HIGH DENSITY POLYETHYLENE (HDPE) OR SCHEDULE 40 POLYVINYL CHLORIDE (PVC) WITH WATER-TIGHT JOINTS UNLESS OTHERWISE NOTED, INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
8. ALL STORM PIPES 18" AND GREATER SHALL BE CLASS 3 REINFORCED CONCRETE PIPE (RCP) BELL AND SPIGOT INSTALLED WITH WATERTIGHT JOINTS UNLESS OTHERWISE NOTED.
9. ALL SLOPE PAVED HEADWALLS SHALL BE PER ALDOT SPECIAL DRAWING #HW-614-SP.

CONCRETE NOTES:

1. ALL NORMAL WEIGHT CONCRETE SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI UNLESS NOTED OTHERWISE.
2. CALCIUM CHLORIDE AND/OR ADMIXTURES CONTAINING CALCIUM CHLORIDE SHALL NOT BE USED IN THE CONCRETE.
3. TEST CYLINDERS SHALL BE MADE AND TESTED AS OUTLINED IN THE ACI 301 SPECIFICATION, AND PER PROJECT SPECIFICATIONS.
4. REINFORCING BARS SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60 AND PLACED IN ACCORDANCE WITH ACI-315, LATEST EDITION UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
5. FABRICATION OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" ACI 315.
6. UNLESS OTHERWISE NOTED, CONCRETE COVER FOR REINFORCING BARS SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF ACI 318.
7. PROVIDE 3/4" BY 45 DEGREE CHAMFER ON ALL EXPOSED CONCRETE EDGES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
8. TYPE II PORTLAND CEMENT SHALL BE USED IN THE MANUFACTURE OF ALL CONCRETE UNLESS OTHERWISE NOTED. PORTLAND CEMENT SHALL CONFORM TO C150. ONLY ONE BRAND OF CEMENT SHALL BE USED FOR ALL CONCRETE FOR EXPOSED SURFACES OF ADJACENT STRUCTURES.
9. AGGREGATE, BOTH COARSE AND FINE, USED IN THE MANUFACTURE OF CONCRETE SHALL CONFORM TO ASTM C33 UNLESS OTHERWISE NOTED.
10. CONTRACTOR MAY SUBSTITUTE CONSTRUCTION JOINTS IN LIEU OF CONTROL JOINTS AS NEEDED.
11. EXPANSION JOINT MATERIAL SHALL BE BITUMINOUS TYPE PER ASTM D994.
12. SEALANT SHALL BE BASF SONOLASTIC SL2, OR OTHER ELASTOMERIC JOINT SEALANT AS APPROVED. ALL SEALANT MATERIAL SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.
13. PAVEMENT SURFACE SHALL HAVE BROOM FINISH.

UTILITY NOTES:

1. THE SITE CONTRACTOR IS RESPONSIBLE FOR COMPLETING ALL UTILITY SERVICES (WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, CABLE TV) FROM THE POINT THE RESPECTIVE UTILITY COMPANY COMPLETES THEIR WORK TO THE POINT OF CONNECTION AT THE BUILDING.
2. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, ETC. PLANS FOR ALL PROPOSED UTILITY POINTS OF CONNECTION AT THE BUILDING. NOTIFY CIVIL ENGINEER, LIEB ENGINEERING OF ANY DISCREPANCIES.
3. BACKFLOW PREVENTION AND METERING SHALL BE PROVIDED ON THE FIRE, DOMESTIC, AND IRRIGATION SERVICES IN ACCORDANCE WITH THE FAIRHOPE PUBLIC UTILITIES (FPU).
4. WATER MAINS AND SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE FAIRHOPE PUBLIC UTILITIES (FPU) REQUIREMENTS. ALL MAINS AND SERVICES SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER UNLESS OTHERWISE INDICATED ON PLANS.
5. ALL SANITARY SEWER MAINS AND LATERALS SHALL BE PVC SCH 40 UNLESS OTHERWISE REQUIRED BY THE FAIRHOPE PUBLIC UTILITIES (FPU).
6. ALL UNDERGROUND ELECTRICAL, TELEPHONE, AND CABLE TV SHALL BE INSTALLED IN PVC CONDUIT OR CONCRETE ENCASED DUCT BANK WITH PULL WIRE MEETING FAIRHOPE PUBLIC UTILITIES (FPU) REQUIREMENTS. INFORMATION SHOWN ON CIVIL DRAWINGS FOR REFERENCE ONLY. REFER TO ELECTRICAL PLANS FOR SPECIFIC INFORMATION.
7. FPU INSPECTORS REQUIRE CONTRACTOR TO NOTIFY WITHIN 48 HOURS NOTICE FOR OBSERVING BACKFILLING AND COMPACTION OPERATIONS NO BACKFILL IS AUTHORIZED UNTIL FPU INSPECTOR HAS APPROVED INSTALLATION METHODS.
8. UTILITY TRENCHES SHALL BE BACKFILLED WITH COMPACTED FILL PLACED IN 6 INCH LOOSE LIFTS. FILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR AND OPTIMUM MOISTURE CONTENT WITHIN ±3%.
9. WHEN INSTALLING UTILITIES IN EXISTING PAVED AREAS OR IN AREAS WHERE SOILS ARE CONSIDERED UNSUITABLE FOR BEDDING OR BACKFILLING, UTILITY TRENCHES SHALL BE BACKFILLED FULL DEPTH WITH SAND.
10. WHERE UTILITIES ARE TO BE INSTALLED IN AREAS OF EXISTING PAVING, HARDSCAPE, SIDEWALKS, ETC. CONTRACTOR SHALL SAWCUT AND REMOVE EXISTING PAVING, HARDSCAPE, SIDEWALK ETC. AND REPLACE IN LIKE KIND AND RESTRIPE AS NECESSARY. BACKFILL TRENCH FULL DEPTH WITH SAND.
11. ALL WATER AND SEWER PIPING TO BE INSTALLED AS PER 2018 INTERNATIONAL PLUMBING CODE AND LOCAL ORDINANCE.

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

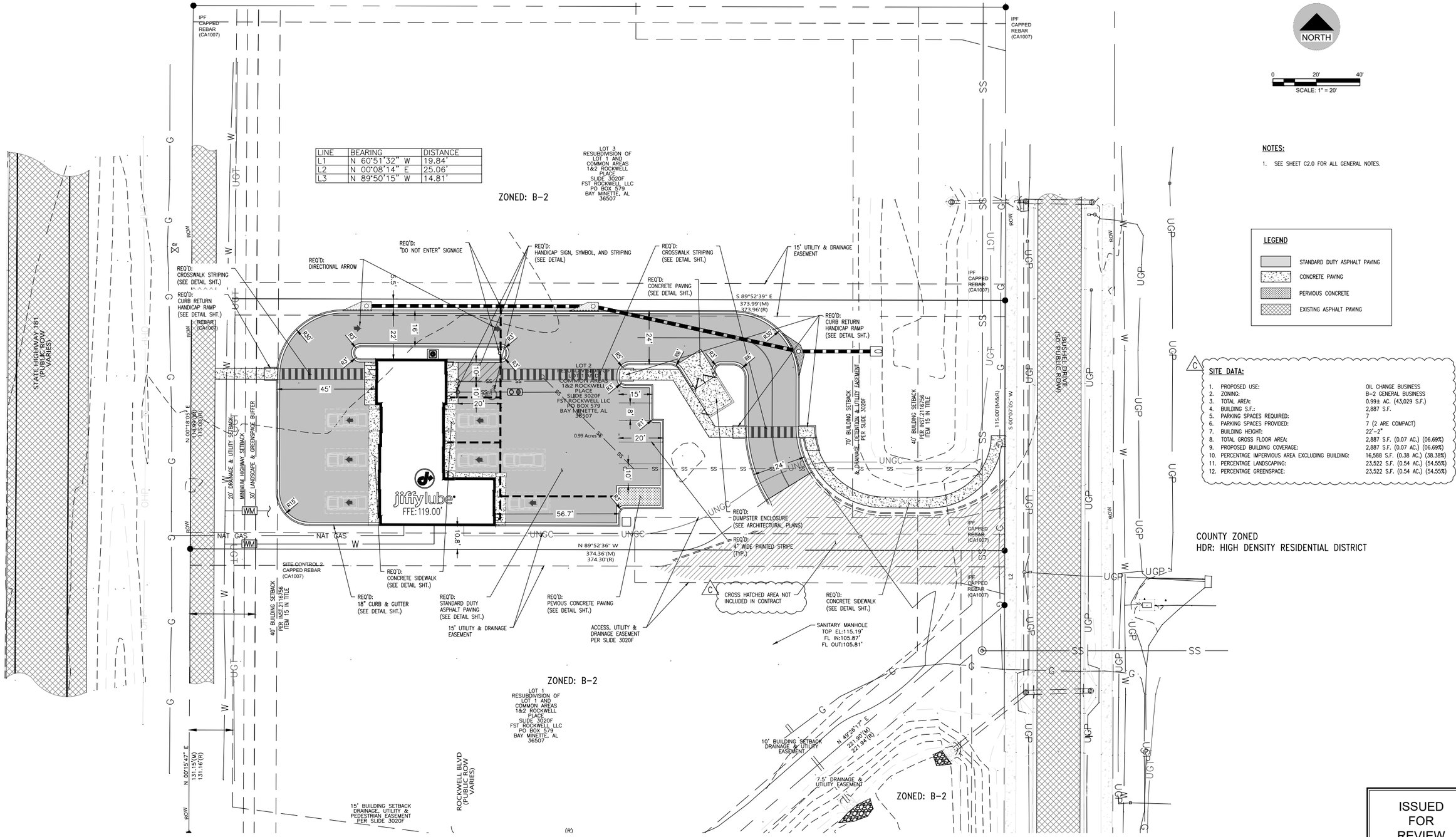
LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: NO SCALE	SHEET NUMBER 2 OF 11
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL	C2.0 A

FAIRHOPE JIFFY LUBE
CIVIL NOTES
FAIRHOPE, AL
OWNER:

ALABAMA REGISTERED No. 31204 PROFESSIONAL CIVIL ENGINEER CHRISTOPHER JAY LIEB
1/20/2026



NOTES:

1. SEE SHEET C2.0 FOR ALL GENERAL NOTES.

LEGEND

- STANDARD DUTY ASPHALT PAVING
- CONCRETE PAVING
- PERVIOUS CONCRETE
- EXISTING ASPHALT PAVING

SITE DATA:

1.	PROPOSED USE:	OIL CHANGE BUSINESS
2.	ZONING:	B-2 GENERAL BUSINESS
3.	TOTAL AREA:	0.99± AC. (43,029 S.F.)
4.	BUILDING S.F.:	2,887 S.F.
5.	PARKING SPACES REQUIRED:	7
6.	PARKING SPACES PROVIDED:	7 (2 ARE COMPACT)
7.	BUILDING HEIGHT:	22'-2"
8.	TOTAL GROSS FLOOR AREA:	2,887 S.F. (0.07 AC.) (06.69%)
9.	PROPOSED BUILDING COVERAGE:	2,887 S.F. (0.07 AC.) (06.69%)
10.	PERCENTAGE IMPERVIOUS AREA EXCLUDING BUILDING:	16,588 S.F. (0.38 AC.) (38.38%)
11.	PERCENTAGE LANDSCAPING:	23,522 S.F. (0.54 AC.) (54.55%)
12.	PERCENTAGE GREENSPACE:	23,522 S.F. (0.54 AC.) (54.55%)

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	
B	ADDRESSING CITY COMMENTS	2/4/2026	
C	ADDRESSING OWNER COMMENTS	2/5/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
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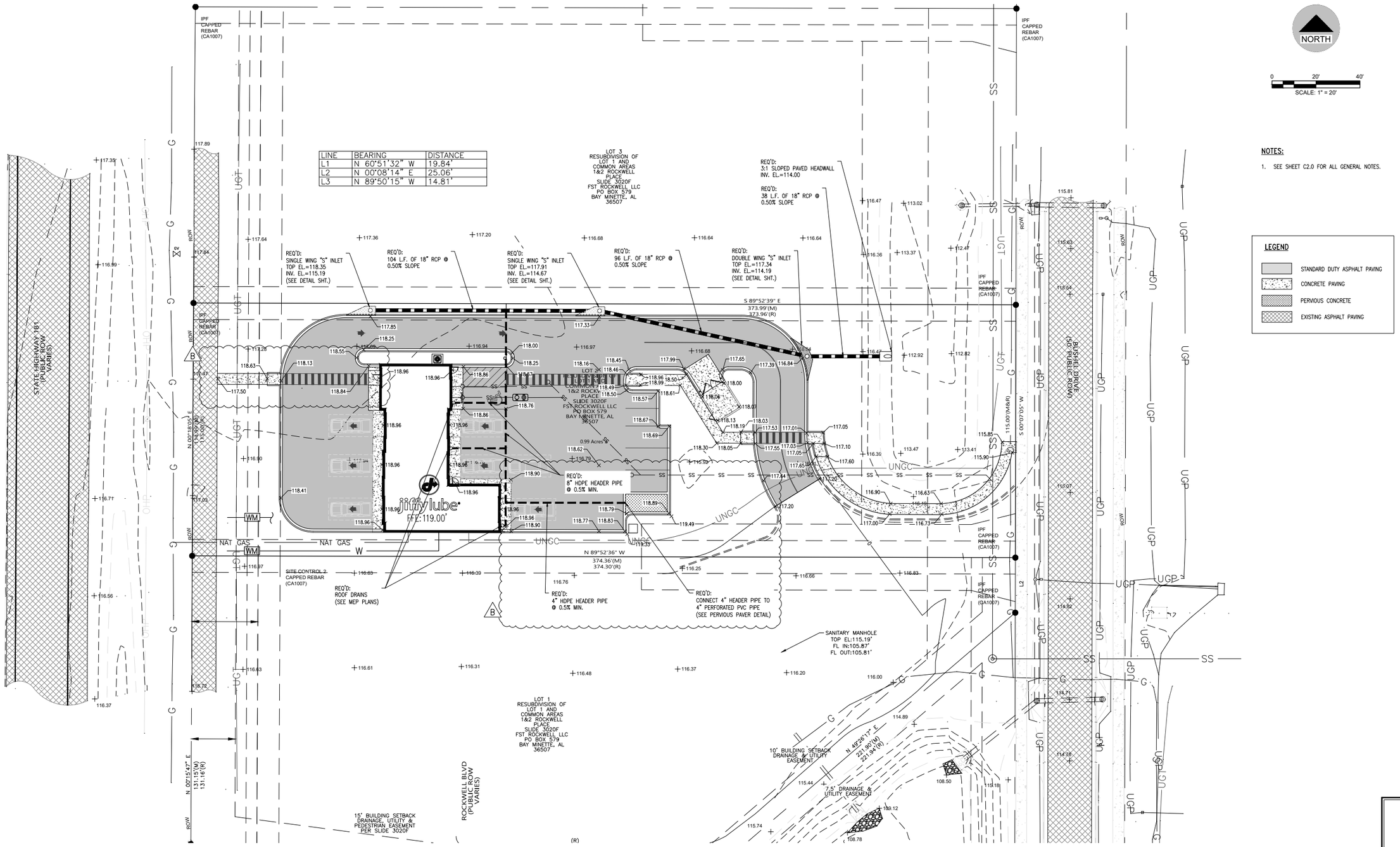
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
SITE PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 3 OF 11 | C3.0 | C

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
2/5/2026



NOTES:

1. SEE SHEET C2.0 FOR ALL GENERAL NOTES.

ISSUED FOR REVIEW

REVISIONS		
A	ISSUED FOR REVIEW	1/20/2026
B	ADDRESSING CITY COMMENTS	2/4/2026

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
GRADING & DRAINAGE PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 4 OF 11

C4.0 B

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
2/4/2026

VERIFY SEWER LATERAL CONDITION. THE PLUMBER MUST ENSURE THAT THE CITY'S SEWER LATERAL CONNECTION AT THE PROPERTY LINE/ROW IS INTACT, UNOBSTRUCTED, AND PROPERLY SLOPED ALL THE WAY TO THE SEWER MAIN LINE PRIOR TO CONNECTING TO THE NEW BUILDING SEWER SYSTEM.

MARK CURB FOR SEWER LOCATION WITH THE LETTER "S" (SEWER) SHALL BE ENGRAVED OR IMPRINTED ON THE VERTICAL FACE OF THE CURB AND GUTTER, OR ON THE HIGH POINT OF A ROLLED CURB, ALIGNED WITH THE RESPECTIVE SERVICE CLEANOUT AT THE PROPERTY LINE/ROW.

FAIRHOPE PUBLIC UTILITIES NOT RESPONSIBLE TO REPAIR ASPHALT, CONCRETE DRIVEWAYS, OR OTHER HARDSCAPING OVER THE SEWER LATERAL AND CLEANOUT MONUMENT THAT IS WITHIN THE UTILITY EASMENT/ROW.

LINE	BEARING	DISTANCE
L1	N 60°51'32" W	19.84'
L2	N 00°08'14" E	25.06'
L3	N 89°50'15" W	14.81'

NORTH

0 20' 40'

SCALE: 1" = 20'

NOTES:

1. SEE SHEET C2.0 FOR GENERAL NOTES.
2. CLEANOUTS ON THE SEWER LINE SHALL BE INSTALLED AT THE CONNECTION TO THE BUILDING 5' OUTSIDE THE FACE OF THE BUILDING. ALL 6" PIPES SHALL HAVE CLEANOUTS INSTALLED AT 100' INTERVALS.
3. COORDINATE OIL/WATER SEPARATOR SIZE WITH MEP DRAWINGS.
4. ALL PLUMBING FIXTURES THAT DISCHARGE WASTEWATER CONTAINING FATS, OILS, AND GREASE (FOG)--INCLUDING BUT NOT LIMITED TO KITCHEN SINKS, DISHWASHERS, FLOOR DRAINS IN FOOD PREP AREAS, AND MOP SINKS--SHALL BE ROUTED THROUGH A DEDICATED GREASE WASTE LINE. THIS LINE SHALL CONNECT TO A PROPERLY SIZED AND APPROVED GREASE INTERCEPTOR PRIOR TO DISCHARGING INTO THE SANITARY SEWER SYSTEM.
5. NO FOG-PRODUCING FIXTURE SHALL BE CONNECTED DIRECTLY TO THE BUILDING' S BLACK WATER (SANITARY SEWER) DRAINAGE SYSTEM. TOILETS, URINALS, AND OTHER SANITARY FIXTURES SHALL DISCHARGE SEPARATELY INTO THE SANITARY SEWER SYSTEM WITHOUT PASSING THROUGH THE GREASE INTERCEPTOR.
6. THE GREASE INTERCEPTOR SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC) SECTION 1003.3.5, ASME A112.14.3, AND APPLICABLE LOCAL REGULATIONS INCLUDING FAIRHOPE BUILDING STANDARDS.
7. THE INTERCEPTOR TYPE (HYDROMECHANICAL OR GRAVITY), LOCATION, CAPACITY, INVERT ELEVATIONS, PIPE SIZE AND SLOPE, FLOW DIRECTION, CLEANOUTS, AND MANHOLES, AND ACCESS SHALL BE CLEARLY INDICATED ON THE PLUMBING PLANS. ALL GREASE WASTE PIPING SHALL BE LABELED AND SIZED APPROPRIATELY, WITH CLEANOUTS PROVIDED PER CODE.
8. MAINTENANCE ACCESS SHALL BE PROVIDED FOR ALL GREASE INTERCEPTORS, AND THE FACILITY OWNER SHALL BE RESPONSIBLE FOR REGULAR CLEANING AND DOCUMENTATION OF SERVICE.
9. BUILDING WILL NOT REQUIRE A SPRINKLER SYSTEM.

LEGEND

- STANDARD DUTY ASPHALT PAVING
- CONCRETE PAVING
- PERVIOUS CONCRETE
- EXISTING ASPHALT PAVING

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	
B	ADDRESSING OWNER COMMENTS	2/5/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
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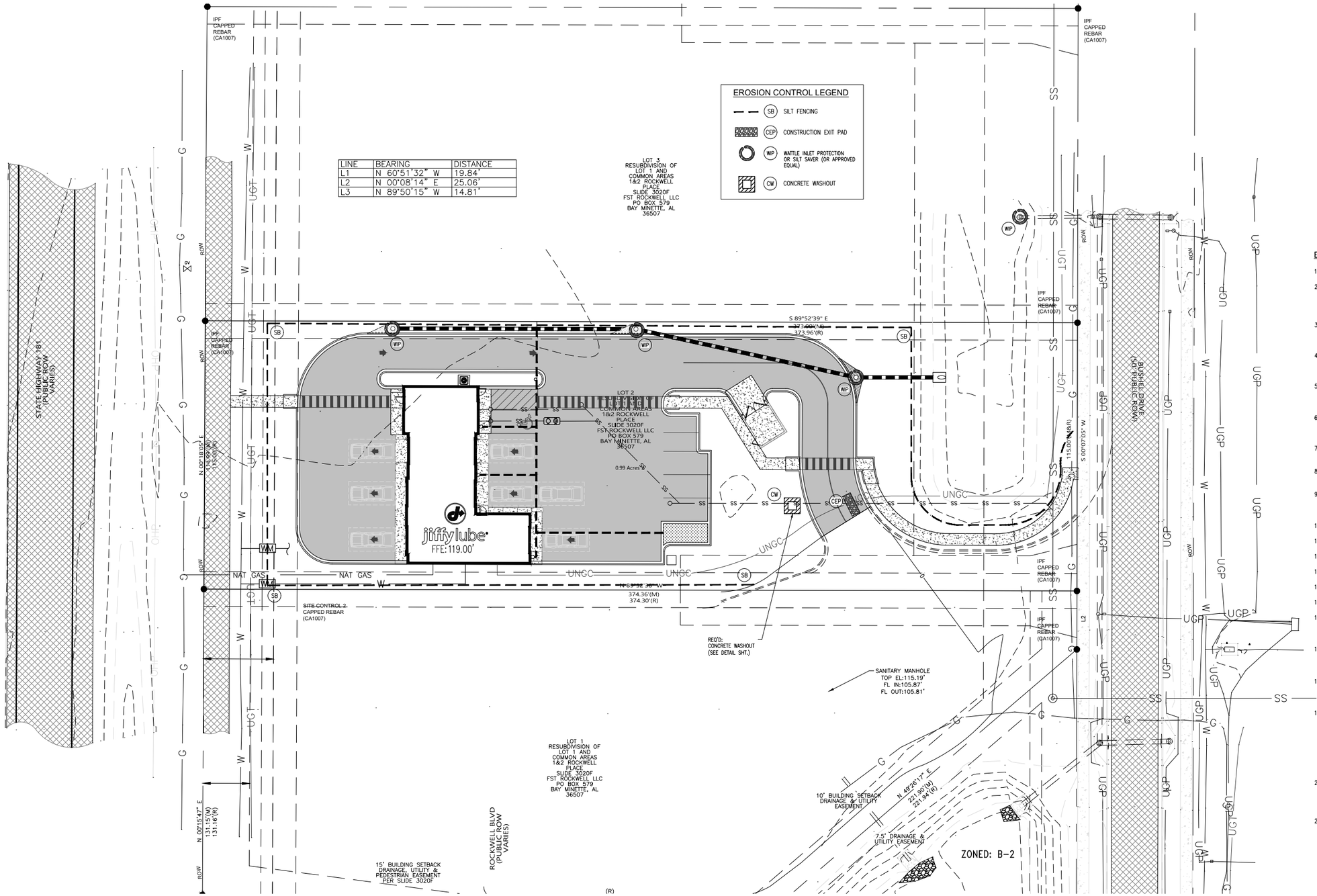
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
2025-102	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
UTILITY PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 5 OF 11 | C5.0 | B

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
2/5/2026



NOTES:

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EROSION CONTROL NOTES:

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2. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING THE CONSTRUCTION PROCESS AND UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
3. EROSION CONTROL DEVICES SHOWN ON THESE PLANS ARE A MINIMUM. ADDITIONAL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT SILTATION, EROSION AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS.
4. EROSION CONTROL DEVICES SHALL INCLUDE, BUT NOT LIMITED, TO THE FOLLOWING DEVICES: SILT FENCING, BRUSH BERMS, SEDIMENT BASINS, DETENTION PONDS, STRAW WATTLES, CHECK DAMS, FILTER BERMS, JUTE MATTING, VEGETATIVE FILTER STRIPS, TURF REINFORCEMENT MAT, DIVERSION BERMS, ETC.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES IN GOOD OPERATING CONDITION DURING ALL LAND DISTURBING ACTIVITIES. THIS RESPONSIBILITY SHALL INCLUDE THE CLEANUP AND/OR REPAIRS TO THE DEVICES AT NO ADDITIONAL COST TO THE OWNER.
6. EROSION CONTROL DEVICES SHALL BE MONITORED AND MAINTAINED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED AND AFTER EACH RAINFALL GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD, ANY WIND GUSTS GREATER THAN 25 MPH, AND ANY SUSTAINED WINDS GREATER THAN 20 MPH IN A 24 HOUR PERIOD.
7. AFTER ALL LAND DISTURBANCE ACTIVITIES HAVE CEASED AND AFTER ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED, THE EROSION CONTROL DEVICES SHALL BE REMOVED BY THE CONTRACTOR AND THE AREA CLEANED AND DRESSED.
8. DEWATERING OPERATIONS MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR POLLUTION TO ADJACENT PROPERTIES, STREAMS, DITCHES, OR PUBLIC ROADWAYS.
9. A GRAVELED ACCESS DRIVE OF SUFFICIENT SIZE SHALL BE AT EACH SITE ENTRANCE/EXIT TO PREVENT TRACKING OF DIRT AND SEDIMENT ONTO PUBLIC OR PRIVATE ROADWAYS. IF SEDIMENT REACHES THE ROADWAY, THEN IT MUST BE CLEANED AT THE END OF EACH WORKDAY.
10. ALL LAND DISTURBANCE ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE EXPOSURE OF BARE AREAS AT ANY ONE TIME.
11. ALL DISTURBED AREAS LEFT INACTIVE FOR MORE THAN 10 DAYS SHALL BE SEEDED AND MULCHED.
12. PRIOR TO SITE CLEARING, ALL PERIMETER SILT FENCING, BRUSH BERMS, ETC. AND GRAVELED ACCESS DRIVES SHALL BE INSTALLED.
13. ALL EXISTING STREAMS, DITCHES, ETC. SHALL BE PROTECTED FROM SEDIMENTS AND SILTS BY SILT FENCING, WATTLES, BRUSH BERMS, ETC.
14. WATTLES OR SILT FENCING SHALL BE INSTALLED AT ALL INLETS UPON THE COMPLETION OF EACH INLET AS INSTALLED.
15. RIP RAP SHALL BE PLACED AT EACH HEADWALL IMMEDIATELY FOLLOWING CONSTRUCTION OF EACH HEADWALL.
16. GEOTEXTILE SHALL BE PLACED ON ALL 2:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
17. GEOTEXTILE SHALL BE PLACED ON ALL 3:1 SIDE SLOPES. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
18. GEOTEXTILE SHALL BE PLACED ON ALL DITCH BOTTOMS & 1' UP EACH SIDE. GEOTEXTILE SHALL BE NORTH AMERICAN GREEN SC250 OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL GEOTEXTILES SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
19. GOOD HOUSEKEEPING PRACTICES AND PREVENTATIVE MAINTENANCE SHALL BE PERFORMED ON SITE DAILY TO PREVENT POLLUTION SOURCES FROM CONTACTING STORMWATER AND GROUND WATER. THIS INCLUDES, BUT IS NOT LIMITED TO: EQUIPMENT INSPECTION FOR LEAKS OF HAZARDOUS MATERIALS, PICKUP AND PROPER DISPOSAL OF WASTE MATERIALS TO APPROVED DISPOSAL SITES, STORING CONTAINERS AND BAGS AWAY FROM TRAFFIC ROUTES, PUBLICIZING POLLUTION PREVENTION CONCEPTS THROUGH POSTERS, WASHING EQUIPMENT AND VEHICLES AT APPROVED WASHING LOCATIONS, AND USING ONLY WATER (NO DETERGENTS) FOR WASHING ACTIVITIES.
20. AT A MINIMUM, THE EROSION CONTROL DEVICES SHOWN ON THESE PLANS SHALL BE INSTALLED. ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE IMMEDIATELY INSTALLED UPON ANY ADDITIONAL SILTATION, EROSION, AND OTHER DEGRADATION OR POLLUTION TO THE SITE OR ADJACENT PROPERTIES, STREAMS, DITCHES, AND PUBLIC ROADWAYS NOT MITIGATED OR UNFORESEEN BY THIS SET OF PLANS.
21. THE CONTRACTOR SHALL SIZE, INSTALL, AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE. REFER TO THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

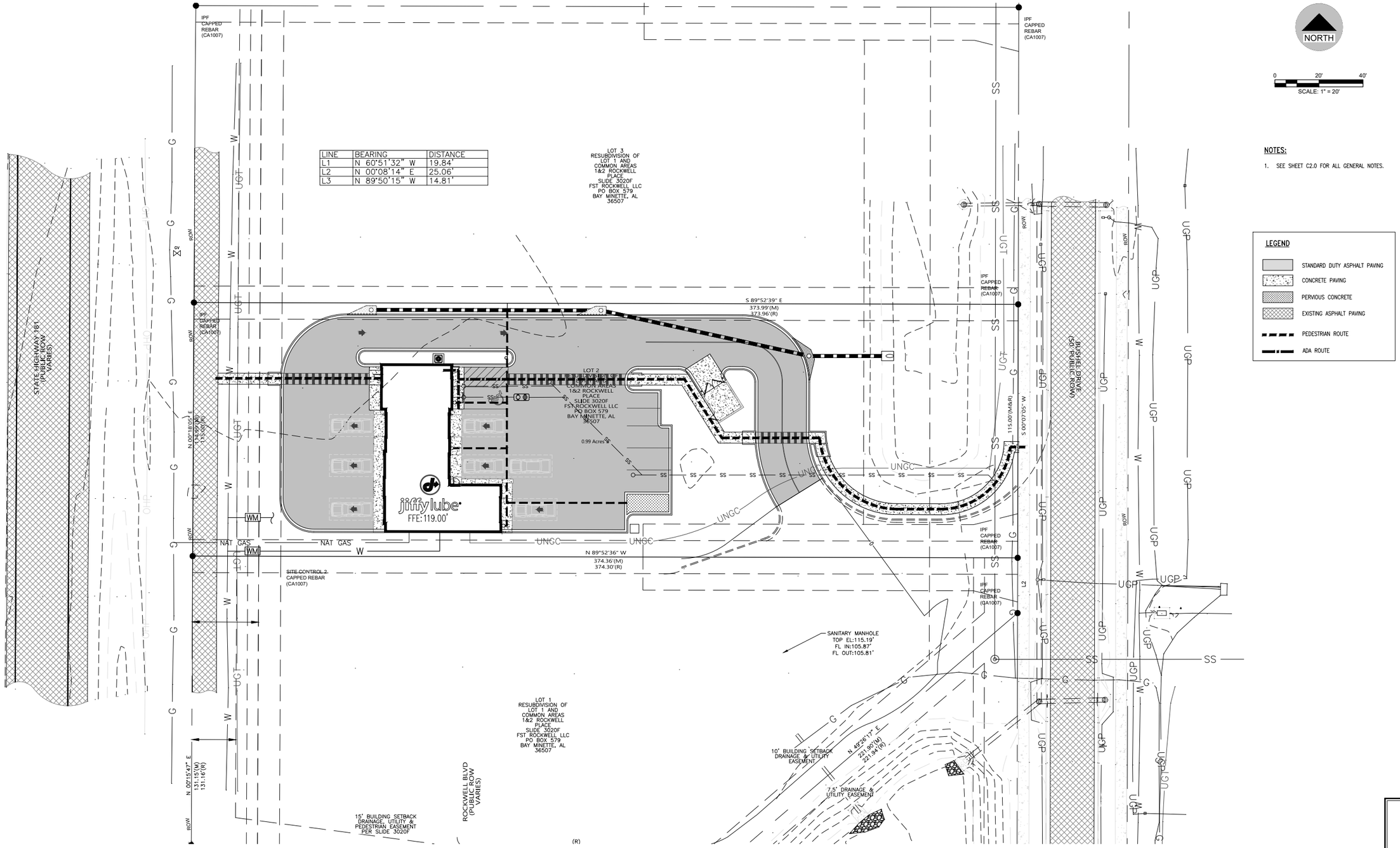
NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER 2025-102	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
EROSION CONTROL PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 6 OF 11 | C6.0 | A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
1/20/2026



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REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

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7671 PARKER ROAD
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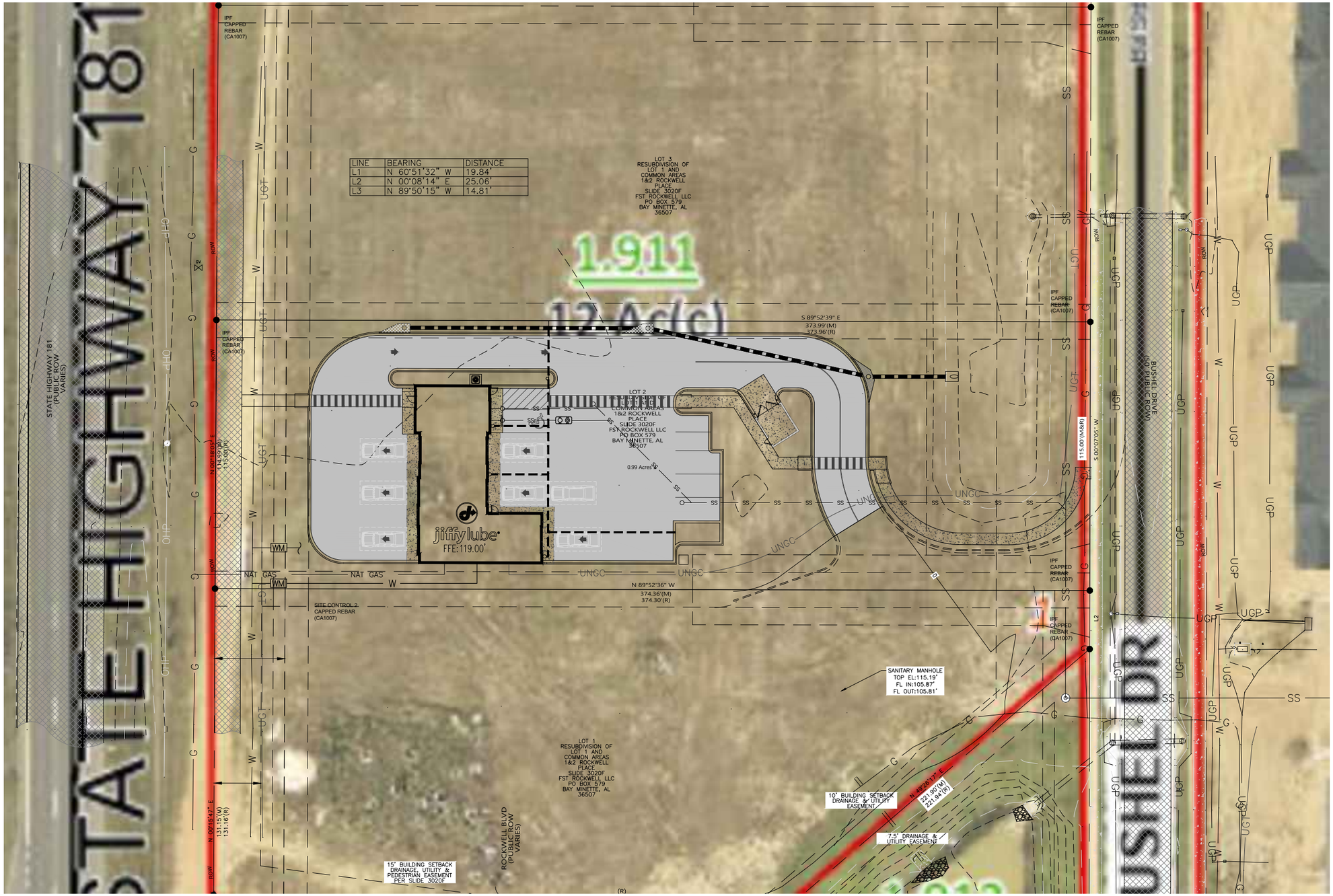
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

JOB NUMBER	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: 1"=20'
2025-102	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
PEDESTRIAN CIRCULATION PLAN
FAIRHOPE, AL
OWNER:

SHEET NUMBER 7 OF 11 | C7.0 | A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
1/20/2026



LINE	BEARING	DISTANCE
L1	N 60°51'32" W	19.84'
L2	N 00°08'14" E	25.06'
L3	N 89°50'15" W	14.81'

NORTH

0 20' 40'

SCALE: 1" = 20'

NOTES:

1. SEE SHEET C2.0 FOR ALL GENERAL NOTES.

LEGEND

- STANDARD DUTY ASPHALT PAVING
- CONCRETE PAVING
- EXISTING ASPHALT PAVING

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

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ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

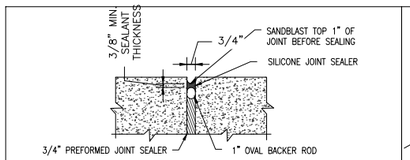
JOB NUMBER	DRAWN BY:	DATE:	SCALE:
2025-102	JLG	1/20/2026	1"=20'
	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
AERIAL OVERLAY
FAIRHOPE, AL
OWNER:

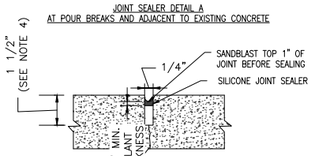
SHEET NUMBER 8 OF 11

C8.0 A

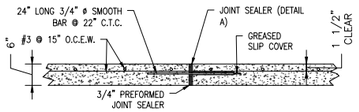
ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
1/20/2026



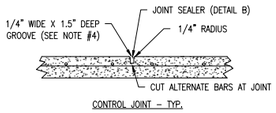
JOINT SEALER DETAIL A
AT POUR BREAKS AND ADJACENT TO EXISTING CONCRETE



JOINT SEALER DETAIL B
SAW CUT JOINT



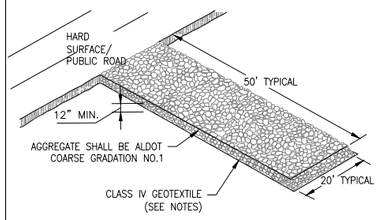
EXPANSION JOINT - DOWELED
AT POUR BREAKS



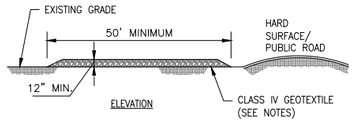
CONTROL JOINT - TYP.

NOTES:
1. CONTRACTOR SHALL INSTALL 4" OF CRUSHED AGGREGATE BASE COURSE, TYPE B (ALDOT 825) UNDER ALL CONCRETE PAVING
2. CONCRETE SHALL HAVE 4000 PSI AT 28 DAYS
3. CONTRACTOR SHALL INSTALL CONTROL JOINTS IN CONCRETE PAVING AT 15' MAX SPACING BOTH WAYS. COORDINATE WITH ARCHITECTURAL PLANS FOR SCORING PATTERN.
4. CONTROL JOINT TO BE 1/4 OF THE SLAB THICKNESS TYPICALLY.
5. EXPANSION JOINTS AT POUR BREAKS AND 100' MAX SPACING. COORDINATE WITH CONTROL JOINTS.

CONCRETE PAVING DETAIL
N.T.S.



ISOMETRIC VIEW

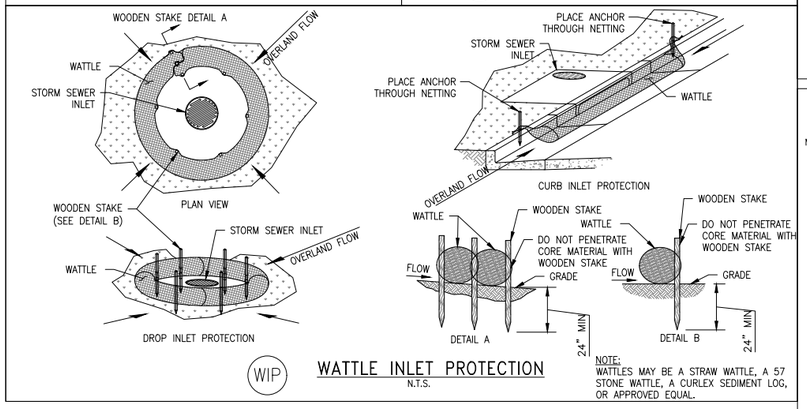


ELEVATION

SPECIAL NOTES :

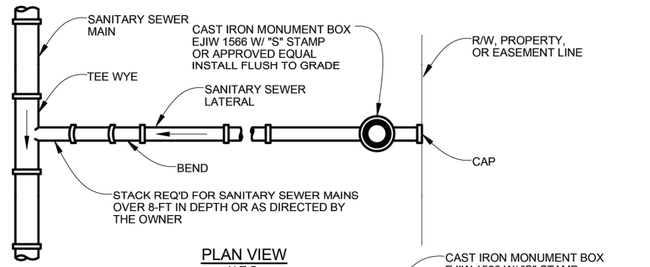
1. A STABILIZED PAD OF CRUSHED STONE SPREAD OVER FILTER FABRIC SHALL BE LOCATED WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC STREET. THE STONE SHALL BE ALDOT GRADATION NO. 1 STONE, FILTER FABRIC SHALL BE NONWOVEN GEOTEXTILE CLASS IV OR EQUAL.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
3. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY BY STREET CLEANING (NOT FLUSHING). WHEN NECESSARY, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.
4. IF THE PAD SLOPE TOWARDS THE ROAD EXCEEDS 2%, A DIVERSION RIDGE 6" - 8" HIGH WITH 3:1 SIDE SLOPES MUST BE CONSTRUCTED ACROSS THE FOUNDATION APPROXIMATELY 15' AWAY FROM THE ROAD AND DRAIN INTO A SEDIMENT TRAP OR BASIN.

(CEP) CONSTRUCTION EXIT PAD
N.T.S.

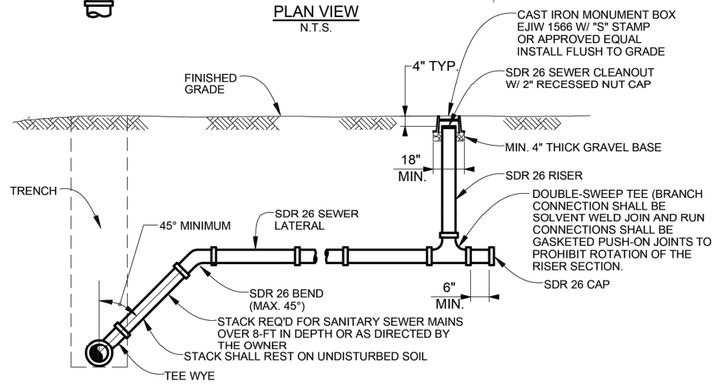


(WIP) WATTLE INLET PROTECTION
N.T.S.

NOTE:
WATTLES MAY BE A STRAW WATTLE, A 57 STONE WATTLE, A CURLEX SEDIMENT LOG, OR APPROVED EQUAL.



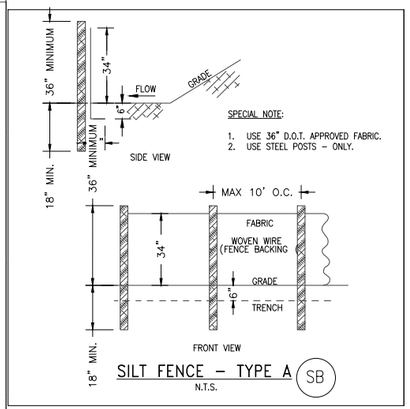
PLAN VIEW
N.T.S.



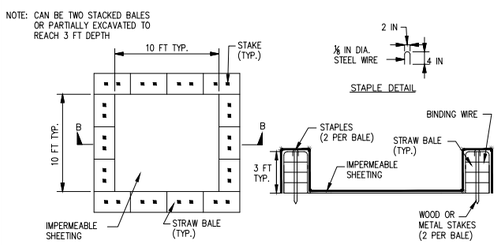
ELEVATION VIEW
N.T.S.

NOTE:

1. SANITARY SEWER LATERLS SHALL BE 4" SDR 26 UNLESS DIRECTED OTHERWISE BY THE OWNER,
2. DOUBLE SWEEP TEES SHALL HAVE SOLVENT WELD JOINTS FOR THE BRANCH CONNECTIONS AND GASKETED PUSH-ON JOINTS FOR THE RUN CONNECTIONS.
3. NON-SEIZE GREASE SUITABLE FOR USE WITH PVC FITTINGS SHALL BE APPLIED TO THE THREADS OF THE CLAENOUT CAP.
4. WHERE THE SANITARY SEWER MAIN IS PVC C900, THE TEE-WYE SHALL BE GASKETED C-900.
5. CLEANOUTS SHALL BE INSTALLED AS NEAR TO THE R/W, PROPERTY, OR EASEMENT LINE AS POSSIBLE. IF A CLEANOUT IS TO BE INSTALLED WHERE SIDEWALK IS EITHER EXISTING OR PROPOSED, IT SHALL BE PLACED BETWEEN THE SIDEWALK AND THE R/W LINE WHERE PRACTICAL. IF THE SIDEWALK IS INSTALLED AT THE R/W LINE, THE CLEANOUT SHALL BE PLACED BETWEEN THE SIDEWALK AND THE EDGE OF PAVEMENT IMMEDIATELY ADJACENT TO THE SIDEWAY. THE CLEAOUT SHALL NOT BE PLACED IN THE SIDEWALK OR A PAVED DRIVEWAY UNLESS APPROVED IN WRITING BY THE FAIRHOPE UTILITIES AND THE CITY OF FAIRHOPE.
6. NO HORIZONTAL BENDS SHALL BE ALLOWED BETWEEN THE MAIN AND THE CLEANOUT UNLESS APPROVED IN WRITING BY THE CITY OF FAIRHOPE. WHERE HORIZONTAL BENDS ARE ALLOWED, AN ADDITIONAL CLEANOUT SHALL BE INSTALLED AT EACH BEND.
7. PVC LATERALS SHALL BE MARKED WITH 14-GAUGE COATED COPPER WIRE BURIED 3 TO 6 INCHES ABOVE THE TOP OF THE PIPE IN ACCORDANCE WITH SECTION 400.07 OF FAIRHOPE UTILITIES' STANDARD SPECIFICATIONS. THE END OF THE LOCATION WIRE SHALL STUB-UP AT THE CLEANOUT INTO THE MONUMENT BOX.



SILT FENCE - TYPE A (SB)
N.T.S.



CONCRETE WASHOUT STRUCTURE DETAIL
N.T.S.

CONSTRUCTION SPECIFICATIONS

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

CITY OF FAIRHOPE

CITY OF FAIRHOPE PUBLIC UTILIES
555 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532
251.928.8003

STANDARD SANITARY SEWER DETAILS

TYPICAL SANITARY SEWER LATERAL CONNECTION

DATE ISSUED 11/25/20

SHEET NO. S-6

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
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ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

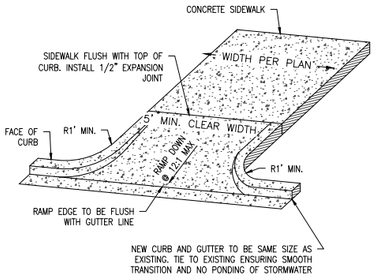
JOB NUMBER	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: AS SHOWN
2025-102	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

FAIRHOPE JIFFY LUBE
CIVIL DETAILS
FAIRHOPE, AL
OWNER:

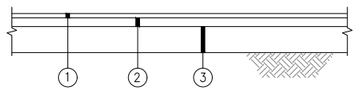
SHEET NUMBER 9 OF 11

C9.0 | A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER J. LIEB
1/20/2026

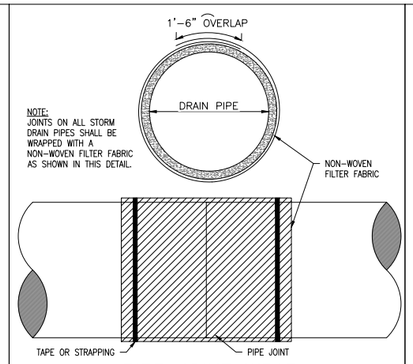


CURB RETURN HANDICAP RAMP
N.T.S.

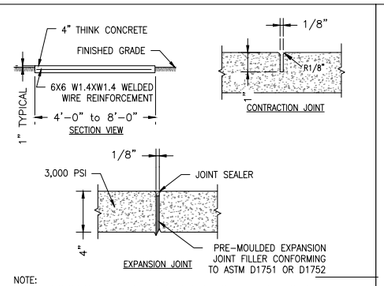


1. REQUIRED 2 INCH BITUMINOUS WEARING SURFACE (220 lb/sy 3/4" MAX. AGG MIX) (ALDOT 424A)
2. 6" CRUSHED AGGREGATE BASE (100% STANDARD DENSITY) (ALDOT 825)
3. 24" A-2-4 STRUCTURAL FILL (COMPACTED TO 100% STANDARD DENSITY)

STANDARD DUTY ASPHALT PAVING
N.T.S.

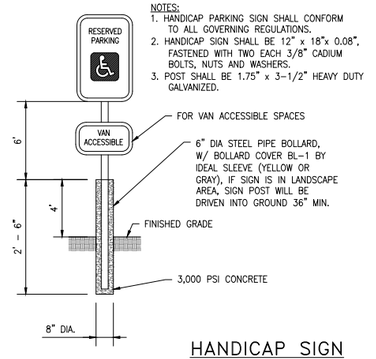


PIPE JOINT WRAP
N.T.S.



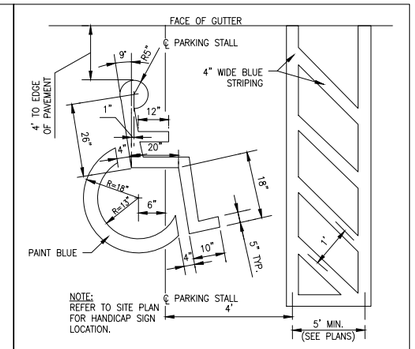
NOTE:
1. CONTRACTOR SHALL PLACE A CONTRACTION JOINT EVERY 5 TO 10 FEET.
2. CONTRACTOR SHALL PLACE AN EXPANSION JOINT EVERY 15 FEET.
3. MAXIMUM CROSS SLOPE SHALL NOT EXCEED 2.0% (UNLESS OTHERWISE NOTED)

TYPICAL SIDEWALK DETAIL
N.T.S.

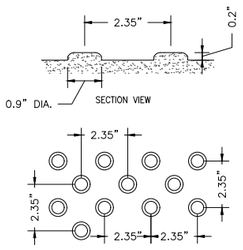


NOTES:
1. HANDICAP PARKING SIGN SHALL CONFORM TO ALL GOVERNING REGULATIONS.
2. HANDICAP SIGN SHALL BE 12" x 18"x 0.08", FASTENED WITH TWO EACH 3/8" CADIUM BOLTS, NUTS AND WASHERS.
3. POST SHALL BE 1.75" x 3-1/2" HEAVY DUTY GALVANIZED.

HANDICAP SIGN
N.T.S.

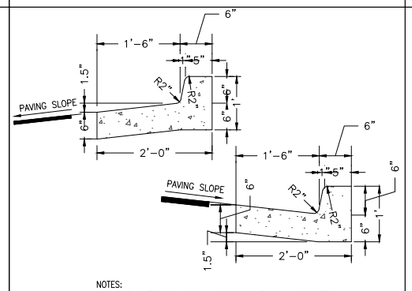


HANDICAP SYMBOL AND STRIPING
N.T.S.



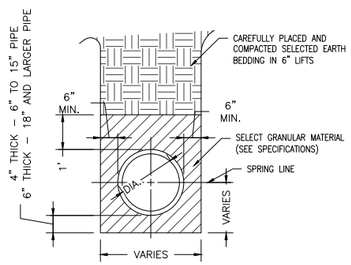
NOTES:
1. SEE PLAN FOR LOCATION AND EXTENTS OF PAVERS.

DOME PAVER DETAIL
N.T.S.

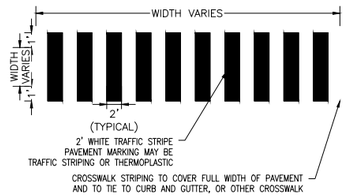


NOTES:
1. SLOPE GUTTER AS SHOWN ACCORDING TO PAVING SLOPE.
2. 3/4" EXPANSION JOINT REQUIRED AT P.C.'S AND P.T.'S OF ALL CURVES, AT STRUCTURES (CURB INLETS, WHEELCHAIR RAMPS, ETC.) AND EVERY 100' MAX. WITH FILLER MATERIAL.
3. 3/16" SAWED JOINTS REQUIRED ON 20' INTERVALS.
4. 3,000 PSI CONCRETE UNLESS STATED OTHERWISE.

24" CURB & GUTTER
N.T.S.

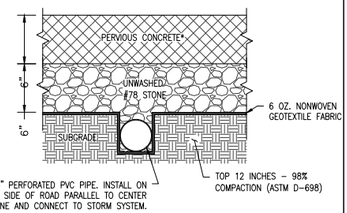


TYPICAL PIPE BEDDING AND INITIAL BACKFILL DETAIL
N.T.S.



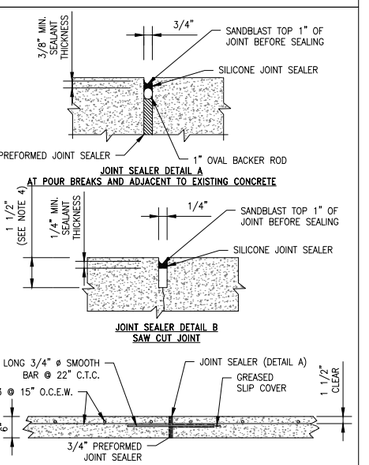
NOTES:
1. CROSSWALK LINES SHALL CONSIST OF SOLID WHITE LINES THAT MARK THE CROSSWALK. THE LINES SHALL NOT BE LESS THAN 2 FEET IN WIDTH.
2. CROSSWALK LINES SHOULD EXTEND THE FULL WIDTH OF PAVEMENT FROM CURB TO CURB OR TO THE EDGE OF THE INTERSECTING CROSSWALK.
3. FOR ADDED VISIBILITY, THE CROSSWALK AREA MAY BE MARKED WITH WHITE DIAGONAL LINES AT 45 DEGREE ANGLE TO THE LINE OF THE CROSSWALK.

PEDESTRIAN CROSSWALK
N.T.S.



*NOTE: REFER TO PERVIOUS CONCRETE PAVING SPECIFICATION FOR DETAILS.

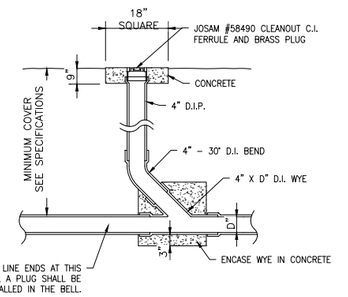
PERVIOUS CONCRETE PAVING
N.T.S.



NOTES:
1) CONTRACTOR SHALL INSTALL 4" OF CRUSHED AGGREGATE BASE COURSE, TYPE B (ALDOT 825) UNDER ALL CONCRETE PAVING
2) CONCRETE SHALL HAVE 4000 PSI AT 28 DAYS
3) CONTRACTOR SHALL INSTALL CONTROL JOINTS IN CONCRETE PAVING AT 15' MAX SPACING BOTH WAYS. COORDINATE WITH ARCHITECTURAL PLANS FOR SCORING PATTERN.
4) CONTROL JOINT TO BE 1/4 OF THE SLAB THICKNESS TYPICALLY.
5) EXPANSION JOINTS AT POUR BREAKS AND 100' MAX SPACING. COORDINATE WITH CONTROL JOINTS.

CONCRETE PAVING DETAIL
N.T.S.

C



CLEANOUT
N.T.S.

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	
B	ADDRESSING CITY COMMENTS	2/4/2026	
C	ADDRESSING OWNER COMMENTS	2/5/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.
ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

FAIRHOPE JIFFY LUBE
CIVIL DETAILS
FAIRHOPE, AL
OWNER:

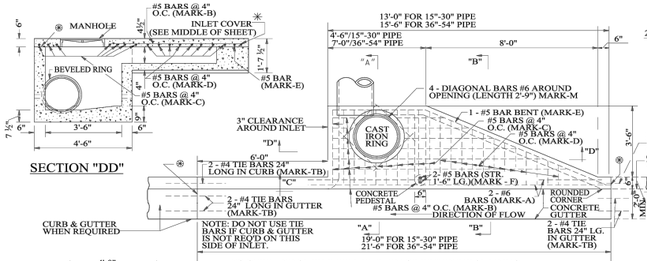
JOB NUMBER	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: AS SHOWN	SHEET NUMBER		
2025-102	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL	10 OF 11	C10.0	C

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
2/5/2026

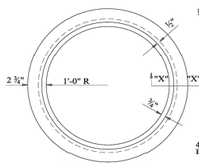
MANHOLE CASTING

NOTE:
SEE DETAILS OF MANHOLE CASTING AT UPPER CENTER OF SHEET.

NOTE:
GRADE LINE ALONG FRONT OF INLET COVER SHALL CONFORM TO GRADE LINE ALONG TOP OF STREET CURB OF WHICH IT IS A PART.

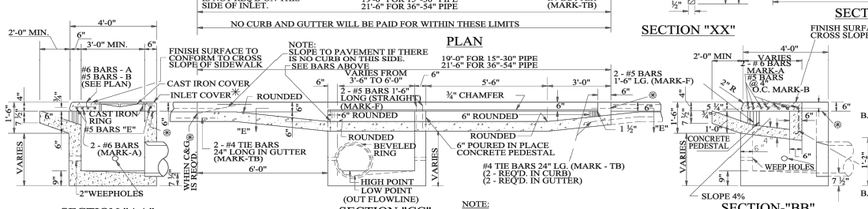


SECTION "DD"



PLAN OF RING

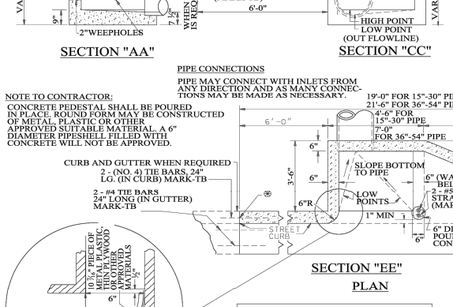
PLAN OF COVER



PLAN

SECTION "XX"

SECTION "YY"

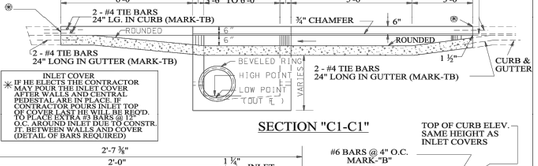


SECTION "AA"

SECTION "CC"

NOTE:
EXPANSION JOINTS SHALL BE PLACED 20 FEET FROM THE PAY LIMITS OF THIS INLET.

SECTION-"BB"



SECTION "C1-C1"

SECTION "EE"

NOTE TO CONTRACTOR:
CONCRETE PEDESTAL SHALL BE POURED IN PLACE. ROUND FORM MAY BE CONSTRUCTED OF METAL, PLASTIC OR OTHER APPROVED SUITABLE MATERIAL. A 6" DIAMETER PIPESHELL FILLED WITH CONCRETE WILL NOT BE APPROVED.

PLAN

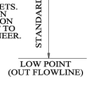
DETAILS OF BEVELED RING

3 WOOD BLOCKS CUT TO SHAPE BEHIND CURVED MATERIAL

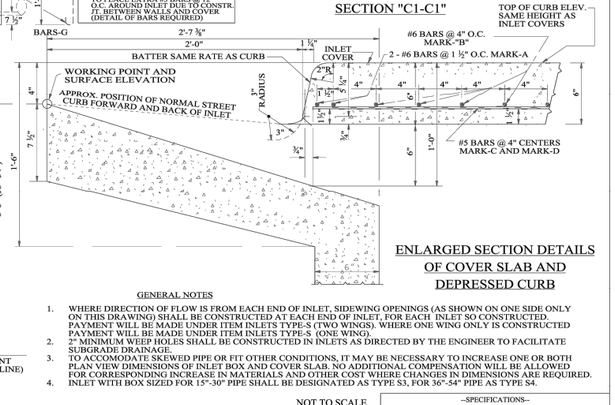
ARRANGEMENT OF LADDER BARS

DETAILS OF LADDER BARS

NOTE: A MINIMUM OF (3) THREE ⅝"ϕ STEEL LADDER BARS ARE REQUIRED IN ALL INLETS. WHERE H IS GREATER THAN 4'-0" NUMBER AND LOCATION OF LADDER BARS IN INLET TO BE AS DIRECTED BY ENGINEER.



NOTE:
CONSTRUCTION JOINT



ENLARGED SECTION DETAILS OF COVER SLAB AND DEPRESSED CURB

TOP OF CURB ELEV. SAME HEIGHT AS INLET COVERS

GENERAL NOTES

1. WHERE DIRECTION OF FLOW IS FROM EACH END OF INLET, SIDEWING OPENINGS (AS SHOWN ON ONE SIDE ONLY ON THIS DRAWING) SHALL BE CONSTRUCTED AT EACH END OF INLET, FOR EACH INLET SO CONSTRUCTED. PAYMENT WILL BE MADE UNDER ITEM INLETS TYPE-S (TWO WINGS). WHERE ONE WING ONLY IS CONSTRUCTED PAYMENT WILL BE MADE UNDER ITEM INLETS TYPE-S (ONE WING).
2. 2" MINIMUM WEEP HOLES SHALL BE CONSTRUCTED IN INLETS AS DIRECTED BY THE ENGINEER TO FACILITATE SUBGRADE DRAINAGE.
3. TO ACCOMODATE SKEWED PIPE OR FIT OTHER CONDITIONS, IT MAY BE NECESSARY TO INCREASE ONE OR BOTH PLAN VIEW DIMENSIONS OF INLET BOX AND COVER SLAB. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRESPONDING INCREASE IN MATERIALS AND OTHER COST WHERE CHANGES IN DIMENSIONS ARE REQUIRED.
4. INLET WITH BOX SIZED FOR 15"-30" PIPE SHALL BE DESIGNATED AS TYPE S3, FOR 36"-54" PIPE AS TYPE S4.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR ANY ORGANIZATION, WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

REVISIONS:
1. Added to CADD on 11-20-1999 by J.F.T.
2. Clarified the standard inlet height & added symbol for Construction Joints on 7-14-2009 by W.W.A.

Bureau Std Engr: D.J.W.	DESIGN BUREAU SPECIAL DRAWING	SPECIAL DRAWING NO	INDEX NO
DRAWN BY:	REINFORCED CONCRETE STORM SEWER INLET TYPES S3 AND S4	I-621-S	62133
DATE DRAWN: 7-18-1991			
REVISED DATE: 7-14-2009			

ISSUED FOR REVIEW

REVISIONS			
A	ISSUED FOR REVIEW	1/20/2026	

LIEB ENGINEERING COMPANY
7671 PARKER ROAD
FAIRHOPE, AL 36532
PH: (251) 978-9779

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ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204
ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4938

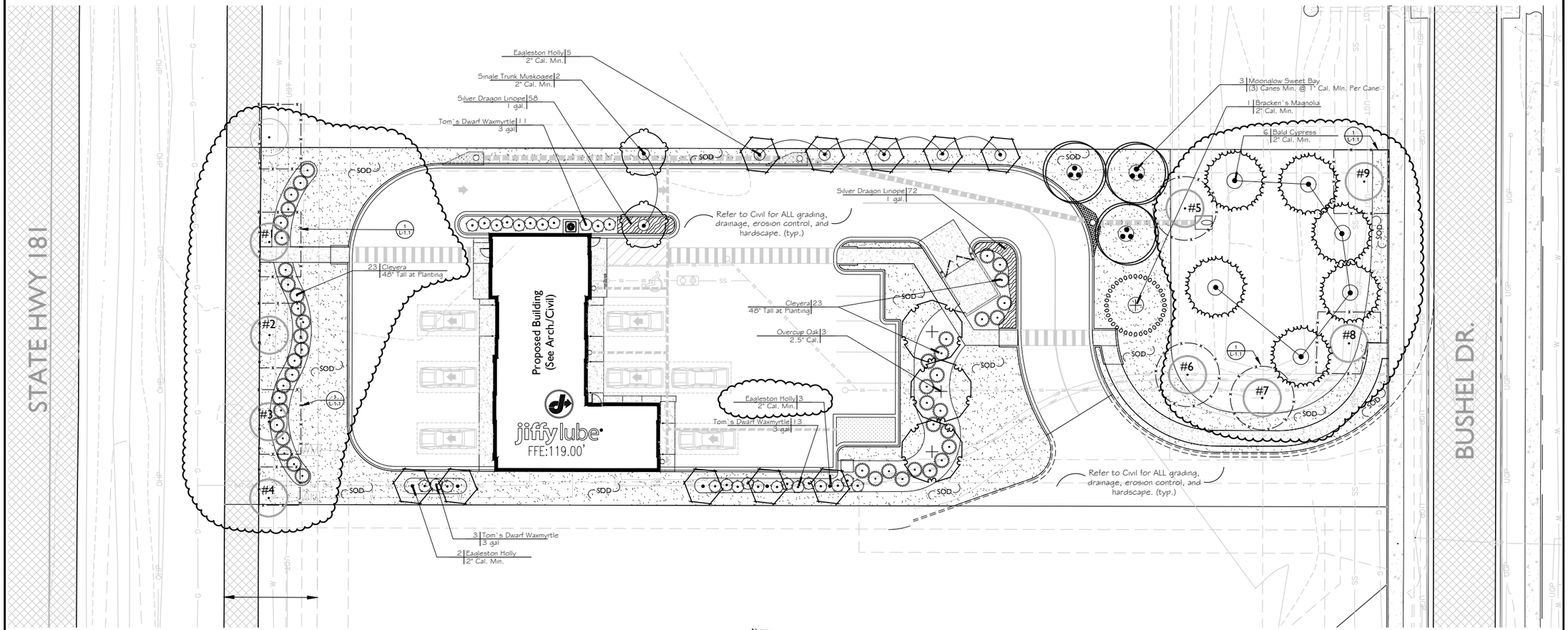
JOB NUMBER	DRAWN BY: JLG	DATE: 1/20/2026	SCALE: AS SHOWN
2025-102	CHECKED BY: CJL	APPROVED BY: CJL	ENGR: CJL

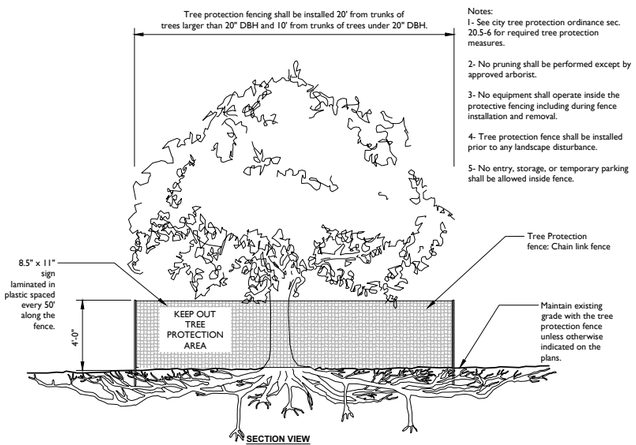
FAIRHOPE JIFFY LUBE
CIVIL DETAILS
FAIRHOPE, AL
OWNER:

SHEET NUMBER 11 OF 11

C11.0 A

ALABAMA REGISTERED No. 31204 PROFESSIONAL ENGINEER CHRISTOPHER JAY LIEB
1/20/2026





Notes:
1- See city tree protection ordinance sec. 20.5-6 for required tree protection measures.

2- No pruning shall be performed except by approved arborist.

3- No equipment shall operate inside the protective fencing including during fence installation and removal.

4- Tree protection fence shall be installed prior to any landscape disturbance.

5- No entry, storage, or temporary parking shall be allowed inside fence.

1 TREE PROTECTION DETAIL

NOT TO SCALE LA-32

NOTES:
1. BASE SURVEY PROVIDED BY LIEB ENGINEERING.
2. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
3. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
4. PLANT COUNTS ARE FOR CONVENIENCE ONLY. FIELD VERIFY ACCORDINGLY.
5. CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE.
6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAWINGS OR FIELD CONDITIONS.
8. REFER TO ARCH. / CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.

NOTES:
1. All areas disturbed by construction shall be sodded or mulched unless otherwise noted. (Typ.)
2. NO WORK SHALL BE PERFORMED WITH IN THE CITY RIGHT OF WAY WITHOUT WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.
3. See sheet L-1.2 for details & schedule.
4. Refer to Civil / Architectural drawings for all grading, drainage, utilities, hardscape, & structures.

NORTH

0 16 32 48 feet
SCALE: 1/16" = 1'-0"

ESPALIER
landscape architecture
Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533
P: 251.454.3500
espalierdesign.com

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JIFFY LUBE

Bushel Drive
Fairhope, AL

SEAL
STATE OF ALABAMA
HENRY CRAWFORD CAMPBELL
539
REGISTERED LANDSCAPE ARCHITECT
NOT VALID UNLESS SIGNED

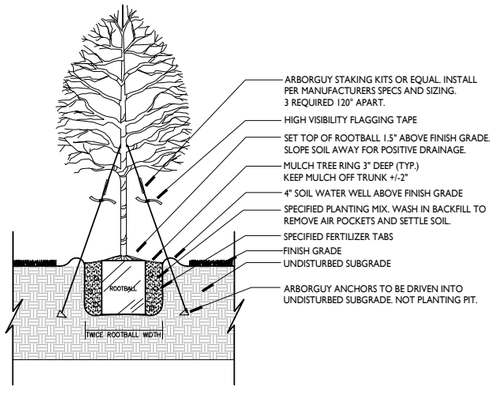
ISSUED/REVISED
Permitting 1/20/26
Revised 2/9/26
Revised 2/10/26

SHEET TITLE
LANDSCAPE PLAN

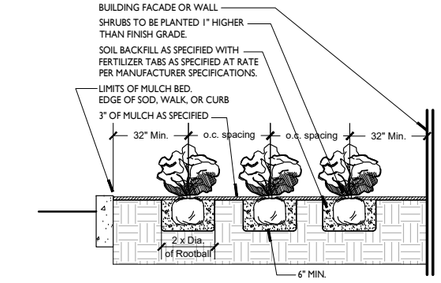
DESIGNED BY JC	FILE NAME JIFYLA
DRAWN BY JC	SHEET L-1.1
CHECKED BY JC	
PROJECT NO. 2603	
DATE 1/15/26	

LANDSCAPE NOTES:
1. This section covers furnishing and installing all landscape plants and non-plant materials covered by the drawings and these specifications. The work shall include materials, labor, equipment and services as described herein and indicated on the drawings. Also, the work shall include the maintenance of all plants and planting areas until acceptance by the Owner, and fulfillment of all guarantee provisions as herein specified.
2. Before beginning work, the contractor shall thoroughly acquaint himself with the existing site conditions and proposed plans. The intent is to provide a smooth transition between existing conditions that are to remain and the new site features with minimal damage to existing trees and vegetation.
3. Contractor is made aware of active existing underground utilities. It is the contractors responsibility to familiarize himself with the location of said utilities and other obstructions. The contractor shall investigate and verify, in the field, the existence and location of all utilities and any existing irrigation piping, and take necessary precautions to prevent their disturbance and avoid interruption of service. Contractor is responsible for calling appropriate line location service. All damaged utilities shall be replaced to owners satisfaction by contractor with no additional charge to owner.
4. Discrepancies between site conditions and conditions on plans shall be call to the attention of the Owner immediately.
5. Existing grades shall be verified in field prior to beginning any work. Discrepancies shall be brought to the landscape architects attention immediately. Landscape contractor to provide fine grading to ensure positive drainage.
6. The landscape architect shall have the right to reject any and all work and/or materials at any stage of progress which in his opinion do not meet the requirements of these plans and specifications. Such rejected material shall be removed from the site immediately and replaced with acceptable materials.
7. Landscape contractor is responsible for obtaining all state and local permits and licenses required to perform this work.
8. Landscape contractor shall abide by all state and local laws and ordinances. Contractor shall also conform to POA or ARB guidelines if applicable.
9. All work shall comply with the current edition of the Standard Building Code published by the Southern Building Code Congress International, Inc.
10. Topsoil shall be sandy/loam natural, friable, and fertile with a PH of 5.5 to 6.5. Topsoil shall be free from roots, stones, debris, noxious weeds, or any substance harmful to plant growth. Quality of Topsoil to be approved by Landscape Architect.
11. Once delivered to the site, the contractor is responsible for the protection, including theft, of all materials.
12. The landscape plan is to serve as a guide for installation. Field adjustment and changes to layout may be made by Landscape Architect.
13. Contractor shall layout all plant material per planting plans and schedule a site meeting with landscape architect for approval with a minimum of 48 hours notice.
14. Quantities shown on plant list are for convenience only.
15. All groundcover & flower beds shall receive 3" minimum of planting mix consisting of decomposed pinebark or mushroom compost and blended into the top 6" of existing soil. Rake beds smooth and top dress with 2" min. of ground pinebark prior to planting.
16. All tree and shrub planting pits shall be backfilled with 75% excavated soil & 25% planting mix consisting of decomposed pinebark or mushroom compost.
17. All trees shrubs and groundcovers shall be planted with Woodace fertilizer tabs at rates per manufactures recommendations. All planting beds shall also be top dressed with a slow release Osmocote fertilizer or equal per manufactures recommendations prior to mulching.
18. All beds shall receive Freehand pre-emergent herbicide or equal.
19. Unless otherwise noted, all beds shall receive 3" compacted depth of fresh Long Leaf pine straw free from sticks and pine cones. Groundcover areas with 4" plants or plugs shall be mulched with pulverized pinebark mulch unless otherwise noted.
20. All bed lines shall have 3" V-Shaped trenches. See detail.
21. All plant material shall meet or exceed federal, state, and county laws requiring inspection for plant disease and insect control.
22. All plant material shall be Florida #1 or better and meet the latest standards of the "American Standards for Nursery Stock".
23. All trees shall be staked with arbor guy (or equal) tree stakes per manufactures recommendations.
24. All disturbed areas shall be irrigated and sodded.
25. Contractor shall maintain all plantings and lawn areas until final acceptance by owner and landscape architect. Unless specified otherwise, maintenance includes mowing, edging, weeding, blowing, pruning, watering, mulching, etc.
26. Brown or defoliated plants shall be removed and replaced immediately.
27. All materials and workmanship for landscape and irrigation shall be guaranteed for a minimum of one year from final acceptance.
28. No work shall be performed in any R.O.W. without approval by the appropriate Federal, State, County, or City authority.

1 LANDSCAPE NOTES
NTS LA-16

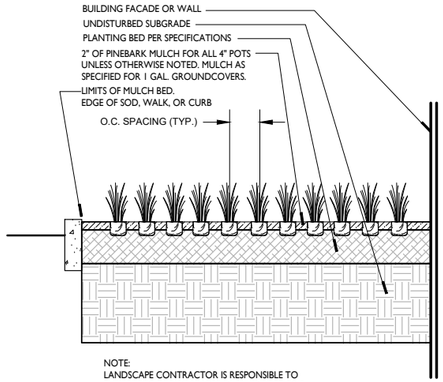


2 TREE PLANTING
N.T.S. LA-01



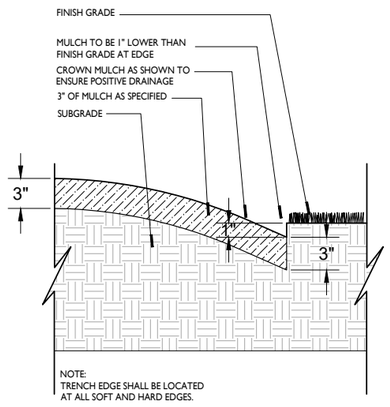
NOTE:
LANDSCAPE CONTRACTOR IS RESPONSIBLE TO ENSURE POSITIVE DRAINAGE IN ALL DIRECTIONS AND AWAY FROM ALL STRUCTURES.

3 SHRUB PLANTING DETAIL
N.T.S. LA-02



NOTE:
LANDSCAPE CONTRACTOR IS RESPONSIBLE TO ENSURE POSITIVE DRAINAGE IN ALL DIRECTIONS AND AWAY FROM ALL STRUCTURES.

4 GROUNDCOVER PLANTING DETAIL
N.T.S. LA-03



NOTE:
TRENCH EDGE SHALL BE LOCATED AT ALL SOFT AND HARD EDGES.

5 TRENCH BED EDGE
N.T.S. LA-04

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPECS		REMARKS
CITY REQUIRED TREES									
	IE2	10	Ilex x attenuata 'Eagleston'	Eagleston Holly	2" Cal. Min.	8' Ht. Min.	30 Gal.		Single Trunk, Tree Form, No B&B. Trees Shall Meet Size Specifications Regardless of Container Size. Approve photo with LA.
	LM	2	Lagerstroemia x `Muskogee`	Single Trunk Muskogee	2" Cal. Min.	8' Ht. Min.	30 Gal.		Single Trunk,Tree Form, No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	MB	1	Magnolia grandiflora `Brackens Brown Beauty`	Bracken`s Magnolia	2" Cal. Min.	10' Ht. Min.	45 Gal.		FTG. NO B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	MS	3	Magnolia virginiana 'Jim Wilson'	Moonglow Sweet Bay	(3) Canes Min. @ 1" Cal. Min. Per Cane	10' Ht. Min.	30 Gal.		Multi. Trunk, Tree Form, No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	QL	3	Quercus lyrata	Overcup Oak	2.5" Cal.	10' Ht. Min.	30 Gal.		No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
	TD	6	Taxodium distichum	Bald Cypress	2" Cal. Min.	10' Ht. Min.	30 Gal.		No B&B. Trees Shall Meet Size Specifications Regardless of Container Size.
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE		SPACING	REMARKS
SHRUBS									
	CJ	46	Cleyera japonica	Cleyera	48" Tall at Planting			60" o.c.	Must be 48" tall planted out from finished grade at time of planting. Regardless of container size.
	DW	27	Myrica cerifera `Tom`s Dwarf`	Tom`s Dwarf Waxmyrtle	3 gal			48" o.c.	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		SPACING	REMARKS
GROUND COVERS									
	CT	10,813 sf	Cynodon dactylon `Tif 419`	419 Bermuda Grass	sod				Contractor shall verify quantity.
	LS	130	Liriope muscari `Silver Dragon`	Silver Dragon Liriope	1 gal.			15" o.c.	Plant Ceaux Nursery Doug Young Nursery

NOTES:
1. LONG LEAF PINESTRAW ALL BEDS EXCEPT 4"& 1 GAL. POTS.
2. 4"& 1 GAL. POTS TO BE PLANTED IN 3" OF PLANTING MIX AND TOP DRESSED WITH GROUND PINEBARK.
3. APPLY GRANULAR PRE-EMERGENT TO ALL PLANTING BEDS. SEE NOTES.
4. USE WOODACE FERTILIZER TABS IN ALL PLANTING PITS. SEE NOTES.
5. PREP. PLANTING PITS & GROUNDCOVER AREAS WITH PLANTING MIX. SEE NOTES.
6. THIS PLANT LIST IS FOR CONVENIENCE ONLY. CONTRACTOR TO VERIFY.
7. SEE LANDSCAPE NOTES.

APPROVED NURSERIES:
1. GREEN FOREST NURSERY
2. FLOWERWOOD NURSERY
3. GREENS NURSERY
4. CHERRY LAKE NURSERY
Other nurseries may he approved at the discretion of the landscape architect.

CITY OF FAIRHOPE LANDSCAPE REQUIREMENTS:

PERIMETER REQUIREMENTS:
Bushel Road Frontage Feet = 115'/30' = 4 Trees in First 25' regardless of tree credits.
Hwy 181 Road Frontage Feet = 115'/30' = 4 Trees in First 25' regardless of tree credits.
Remaining Perimeter Feet = 748'/30' = 25 Trees
Parking Requirements (1 Tree/12 Spaces) = 7 Spaces/12 = 1 Trees
Total Existing Tree Credits = 0
Total Trees Required = (2) Bushel, (0) Hwy 181 (Overstory),
22 Perimeter Trees (At Least 50% Overstory), & 1 Parking Lot Trees

EXISTING TREE CREDIT TABLE

TREES PROPOSED TO REMAIN:

#1-2" Nuttall Oak	/8 = 1
#2-2" Live Oak	/8 = 1
#3-2" Bald Cypress	/8 = 1
#4-2" Nuttall Oak	/8 = 1
#5-2" Bald Cypress	/8 = 1
#6-2" Bald Cypress	/8 = 1
#7-2" Bald Cypress	/8 = 1
#8-2" Bald Cypress	/8 = 1
#9-2" Bald Cypress	/8 = 1
Total Tree Credits	= 9

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JIFFY LUBE
Bushel Drive
Fairhope, AL

SEAL

ISSUED/REVISED
Permitting 1/20/26
Revised 2/9/26
Revised 2/10/26

SHEET TITLE
LANDSCAPE DETAILS

DESIGNED BY JC	FILE NAME JIFYLA
DRAWN BY JC	SHEET L-1.2
CHECKED BY JC	
PROJECT NO. 2603	
DATE 1/15/26	

ENTRY PERSPECTIVE

ARCHITECTURAL DESIGN GUILD
2710 Sutton Boulevard
St. Louis, Missouri 63143
www.adg-stl.com
P:: 314.644.1234
F:: 314.644.4373

jiffy lube multicare℠

GUGGENHEIM

Design Development Plans

Proposed Jiffy Lube Multicare
Bushel Drive
Fairhope, AL

1/9/2026

ENTRY PERSPECTIVE

ARCHITECTURAL DESIGN GUILD
2710 Sutton Boulevard
St. Louis, Missouri 63143
www.adg-stl.com
P:: 314.644.1234
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jiffy lube multicare℠

GUGGENHEIM

Design Development Plans

Proposed Jiffy Lube Multicare
Bushel Drive
Fairhope, AL

1/9/2026

REAR PERSPECTIVE

ADG ARCHITECTURAL DESIGN GUILD
2710 Sutton Boulevard
St. Louis, Missouri 63143
www.adg-stl.com
P:: 314.644.1234
F:: 314.644.4373

jiffy lube multicare℠

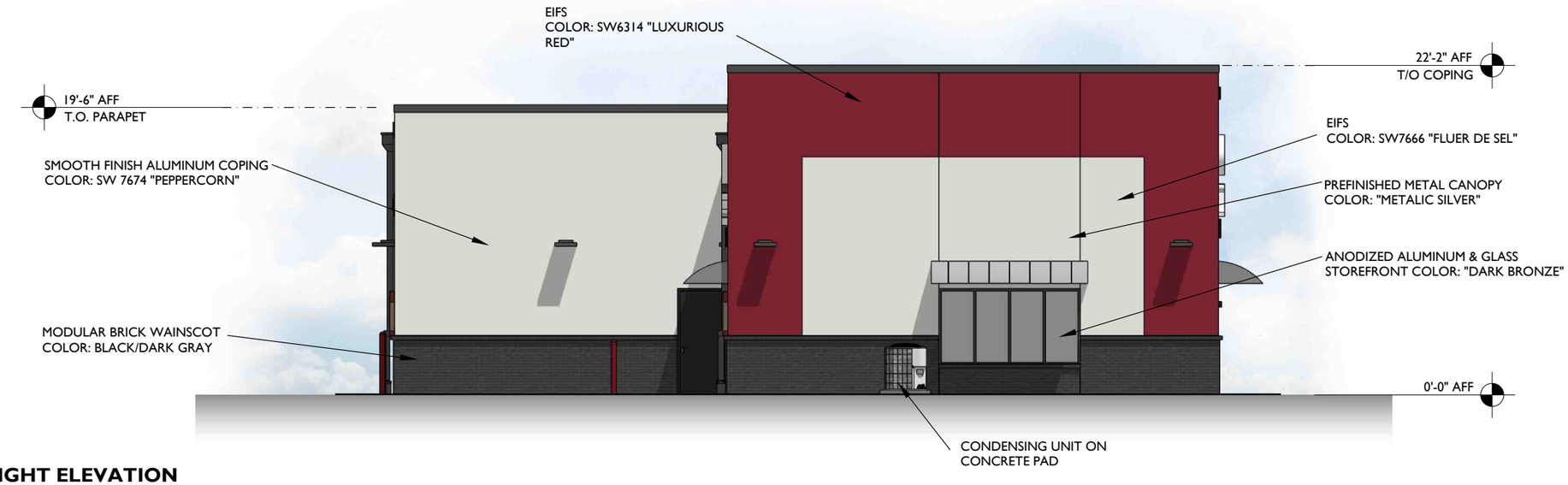
GUGGENHEIM

Design Development Plans

Proposed Jiffy Lube Multicare
Bushel Drive
Fairhope, AL

1/9/2026

FRONT ELEVATION



RIGHT ELEVATION

ARCHITECTURAL DESIGN GUILD
2710 Sutton Boulevard
St. Louis, Missouri 63143
www.adg-stl.com
P:: 314.644.1234
F:: 314.644.4373

jiffy lube multicare℠

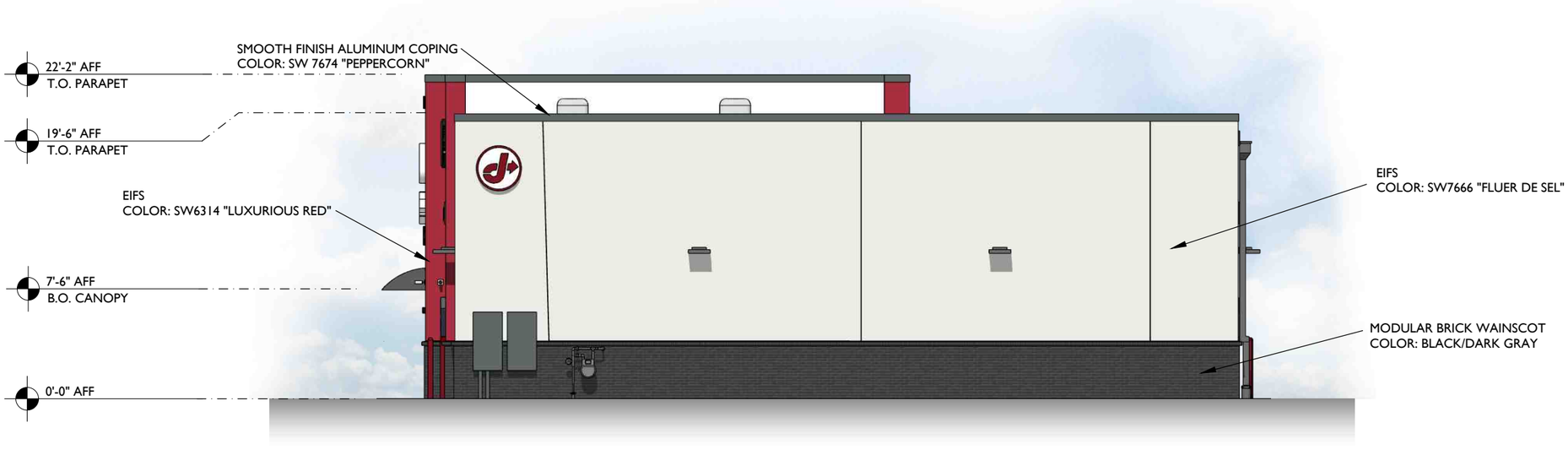
GUGGENHEIM

Design Development Plans

Proposed Jiffy Lube Multicare
Bushel Drive
Fairhope, AL

1/9/2026

REAR ELEVATION



LEFT ELEVATION

ARCHITECTURAL DESIGN GUILD
2710 Sutton Boulevard
St. Louis, Missouri 63143
www.adg-stl.com
P:: 314.644.1234
F:: 314.644.4373

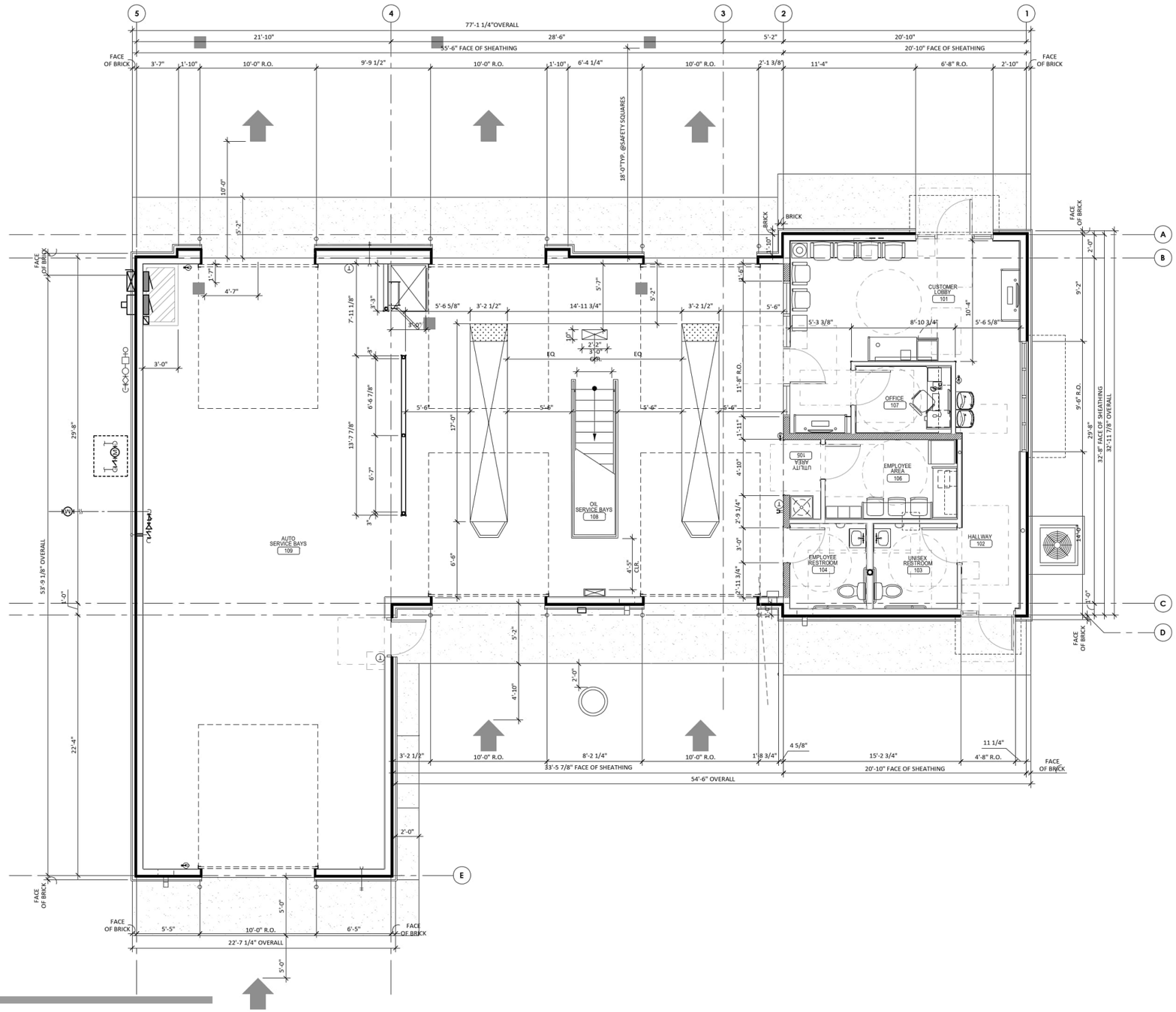
jiffy lube multicare℠

GUGGENHEIM

Design Development Plans

Proposed Jiffy Lube Multicare
Bushel Drive
Fairhope, AL

1/9/2026



FLOOR PLAN

ARCHITECTURAL DESIGN GUILD
2710 Sutton Boulevard
St. Louis, Missouri 63143
www.adg-stl.com
P:: 314.644.1234
F:: 314.644.4373

jiffy lube multicare℠

GUGGENHEIM

Design Development Plans

Proposed Jiffy Lube Multicare
Bushel Drive
Fairhope, AL

1/9/2026

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-722

FROM:	Jeff Montgomery
SUBJECT:	The Director of IT, Jeff Montgomery, is requesting approval for the procurement of development and hosting of a new City of Fairhope website.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve this request for the procurement of development and hosting of a new City of Fairhope website by CivicPlus for a not to exceed cost of $75,393.30. This is on the TIPS contract #220105 and therefore does not have to be let out to bid.

BACKGROUND INFORMATION:

The Director of IT, Jeff Montgomery, is requesting approval for the procurement of development and hosting of a new City of Fairhope website.

CivicPlus has provided a Statement of Work to include:

- DNS and Domain Hosting Setup: $142.20
- Premium Implementation - Municipal Websites: $11,371.50
- Website Content Development - 1 Page (Qty: 150): $5,400.00
- Website New Customer Virtual System Training - Up to 3 Hours (Qty: 4): $2,700.00
- Agendas & Minutes Migration - PDF - 100 Meetings: $765.00
- Premium Department Header Implementation - Municipal Websites: $8,127.00
- AudioEye Managed Implementation: $900.00
- Annual - Municipal Websites Central: $4,037.50
- Hosting & Security Annual Fee - Websites Central: $1,128.60
- Guardian Security (Cloudfare WAF/CDN): $570.00
- SSL Management CivicPlus Provided: $84.55
- DNS and Domain Hosting Annual Fee: $179.55
- 48 Month Redesign Premium Annual - Websites Central: $2,915.55
- Premium Department Header Annual Fee - Municipal Websites (Qty: 2): $1,782.20
- AudioEye Managed: $4,631.25

Total Cost - Initial Term: Forty-Four Thousand Seven Hundred Thirty-Four Dollars and

Ninety Cents ($44,734.90)
Two Years Annual Recurring Service: $15,329.20 each year; $30,658.40 total.

Total Cost Initial Term plus Two (2) Years Recurring Service: Seventy-Five Thousand Three hundred Ninety-Three Dollars and Thirty Cents ($75,393.30).

This is on the TIPS contract #220105 and therefore does not have to be let out to bid.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001160-50475-40	IT - Capital Improvements	$85,000.00	$44,734.90	$40,265.10

Cost of $44,734.90 is for Year 1 (includes website development and hosting fees). Year 2 and Year 3 fees will be included in applicable future fiscal year budgets.
Project No.: 2026IT0040 | Project Expense String: 2026IT0040-CONS

GRANT:

N/A

LEGAL IMPACT:

City Attorney has reviewed the terms and conditions.

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to include Project Expense String on procurement action.

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 the development and three (3) years hosting of a new City of Fairhope website that is on TIPS (Contract #220105) with CivicPlus, and therefore does not have to be let out for bid. The development cost and first year are not-to-exceed $44,734.90. Year Two and Year Three Costs are not-to-exceed $15,329.20 per year. Total Three-Year Cost not-to-exceed $75,393.30.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-117877-1
Date: 2/25/2026 2:35 PM
Expires On: 4/21/2026

Client:
City of Fairhope, AL

Bill To:
FAIRHOPE CITY, ALABAMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beau Hendrix		beau.hendrix@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.fairhopeal.gov/	10	USD 142.20
1.00	Premium Implementation - Municipal Websites	Premium Implementation	10	USD 11,371.50
150.00	Website Content Development - 1 Page	Content Development - 1 Page	10	USD 5,400.00
4.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	10	USD 2,700.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	10	USD 765.00
2.00	Premium Department Header Implementation - Municipal Websites	Premium Department Header Implementation	10	USD 8,127.00
1.00	AudioEye Managed Implementation	AudioEye Managed Implementation	10	USD 900.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	5	USD 4,037.50

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	Hosting & Security Annual Fee - Websites Central	Hosting & Security Annual Fee - Websites Central	5	USD 1,128.60
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	5	USD 570.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.fairhopeal.gov/	5	USD 84.55
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.fairhopeal.gov/	5	USD 179.55
1.00	48 Month Redesign Premium Annual - Websites Central	48 Month Redesign Premium Annual - Websites Central	5	USD 2,915.55
2.00	Premium Department Header Annual Fee - Municipal Websites	Premium Department Header Annual Fee: Department Name	5	USD 1,782.20
1.00	AudioEye Managed	AudioEye Managed: https:// www.fairhopeal.gov/	5	USD 4,631.25

Total Investment - Initial Term	USD 44,734.90
Annual Recurring Services (Subject to Uplift)	USD 15,329.20

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff and the terms and conditions of The Interlocal Purchasing System Contract #220105 ("TIPS Contract #220105"), as well as the attached Addendum (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-117877-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: https://www.civicplus.help/hc/en-us/p/legal-stuff, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Fairhope, AL. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL SECTIONS

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 32	CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five (5) times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Customer	**CivicPlus**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Complete list of Alabama customer for **CivicPlus.**

Cities

Alabaster
Athens
Atmore
Boaz
Chelsea
Clanton
Daphne
Dothan
Eufala
Gadsen
Greenville
Hartselle
Hoover
Leeds
Madison
Northport
Pellham
Calera
Orange Beach
Hueytown
Kimberly
Lincoln
Wetumpka
Gulf Shores
Locust Fork
Opelika
Albertville
Center Point
Satsuma
Andalusia
Owens Cross Roads
Ider
Mountain Brook
Perdido Beach
Malvern
Harpersville
Cullman

Counties

Coffee
Jackson
Shelby
St. Clair
Barbour
Covington
Jefferson

Other

Mobile Transit System
Jefferson County EMA Harrison Regional Library
Shelby County Sherriff
Childersburg Housing Authority

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PURCHASING REQUEST FORM

Name: Jeff Montgomery **Date:** 03/04/26

Department: IT

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

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

*****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within $10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.***

QUOTES

	Vendor Name	Vendor Quote
1.	Civic Plus New City Website	**$ 44,734.90 1st year Implementation**
2.	Click or tap here to enter text.	**$ 15,329.20 for each recurring year**
3.	Click or tap here to enter text.	**$ 3 year total 75,393.30**

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?** New City Web Site
2. **What is the total cost of the item or service? 44734.90 First Year $15,329.20 for each recurring year**
3. **How many do you need?** 1
4. **Item or Service Is:** ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. **Vendor Name (Lowest Quote): Civic Plus**
6. **Vendor Number: 7597**
   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?** 001160-50475 85k

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: 2026-737

FROM:	Jeff Montgomery Kim Creech, CITY TREASURER
SUBJECT:	The Director of Information Technology, Jeff Montgomery, is requesting to procure the subscription renewal for Granicus for Short Term Rental Address Identification and Monitoring and Compliance Outreach.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the procurement of the subscription renewal for Granicus as a sole source distributor for a not-to-exceed annual cost of $5,869.01 and authorize Mayor Sullivan to execute the contract.

BACKGROUND INFORMATION:

The Director of Information Technology, Jeff Montgomery, is requesting to procure the subscription renewal for Granicus for Short Term Rental Address Identification and Monitoring and Compliance Outreach.

The cost of this procurement from Granicus is not-to-exceed Five Thousand Eight Hundred Sixty-Nine Dollars and One Cent ($5,869.01).

The equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-57 (b)(1) which states:
"The governmental body can document that the sole source goods or services are of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only these goods or services will fulfill the function for which the product is needed."

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001180-50300-40	Revenue - Computer Expense	$5,600.00	$5,869.01	($269.01)

GRANT:

N/A

LEGAL IMPACT:

City Attorney reviewed the terms and conditions.

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 has voted to approve the Subscription Renewal for Short Term Rental Address Identification and Monitoring and Compliance Outreach by Granicus, as sole source distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The annual cost will not-to-exceed $5,869.01.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Granicus Budgetary Proposal for Fairhope AL

ORDER DETAILS

Prepared By:	Daniel Oliveros
Phone:	
Email:	daniel.oliveros@granicus.com
Order #:	Q-524714
Prepared On:	06 Mar 2026
Expires On:	23 Apr 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	12 Jun 2026
Period of Performance:	13 Jun 2026 - 12 Jun 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Address Identification and Monitoring	Annual	1 Each	$2,725.61
Compliance Outreach	Annual	1 Each	$3,143.40
		SUBTOTAL:	**$5,869.01**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification and Monitoring	Our state-of-the-art software provides ongoing monitoring of short-term rental platforms including major platforms such as Airbnb, VRBO, Booking.com, and FlipKey. We continually review and update our software to align with the evolving state of the platforms to provide a comprehensive dataset. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes: - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details on a regular basis - Screenshot activity of every active listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance.
Compliance Outreach	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-524714 dated 06 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fairhope AL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- The terms and conditions set forth in the agreement effective 13 Jun 2025 (the "Agreement") are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-524714 dated 06 Mar 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Fairhope AL	
Signature:	
Name:	
Title:	
Date:	

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PURCHASING REQUEST FORM

Name: Jeff Montgomery **Date:** 02/29/24

Department: IT

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

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

*****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within $10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.***

QUOTES

	Vendor Name	Vendor Quote
1.	Granicus	**$ 5869.01**
2.	Click or tap here to enter text.	**$**
3.	Click or tap here to enter text.	**$**

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

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Yearly Renewal
2. **What is the total cost of the item or service?** 5869.01
3. **How many do you need?** 1
4. **Item or Service Is:** ☐ New ☐ Used ☐ Replacement ☒ Annual Request
5. **Vendor Name (Lowest Quote): Granicus**
6. **Vendor Number: 5294**
   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?** 5600
3. **Budget code:** 001180-50300

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: 2026-735

FROM:	Ben Patterson, ELECTRIC SUPERINTENDENT
SUBJECT:	The Superintendent of Electric Department, Ben Patterson, has requested Change Order No. 1 for the contract with Gridco, Inc. for Bid No. 25-017 46KV Transmission Line - 2025 Modifications and Additions.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve Change Order No. 1 for the contract with Gridco, Inc. for Bid No. 25-017 46KV Transmission Line - 2025 Modifications and Additions with Gridco, Inc. and authorize the Mayor to execute Change Order No. 1 for $21,742.00.

BACKGROUND INFORMATION:

This change order request contains suggested modifications to the scope of work to perform directional bore instead of trench cutting roads and sidewalks for the 46KV project. This change will minimize the road closure at Ingleside Street. It will also prevent removing a recently constructed sidewalk. The change order will include the following changes:

LOCATION	ACTION	ORIGINAL COST	CHANGE ORDER COST
LOC-96	Perform square cut across Morphy Ave, trench approx. 75 ft, Install one 4" conduit between location 96 and 49 at the entrance of Hospital Dr. and Morphy Ave.	$264.00	
LOC-96	Bore and Install one 4" HDPE conduit between location 96 and 49 at the entrance of Hospital Dr. and Morphy Ave.		$1,604.00
LOC-1	Remove sidewalks along Ingleside St. between location 1 and location 64, trench approx. 660 feet, and install three 4-inch conduits. This work will require closure of Ingleside St., impacting the hospital construction entrance and the fire station. Removing sidewalks and trenching along the proposed alignment will likely result in the loss of the large water oak at the entrance to	$6,370.80	

	Bayside Women's Health. Additionally, recently replaced sidewalks will need to be removed and repoured		
LOC-1	Perform directional bore along Ingleside St. and Install (pull back) three 4-inch HDPE conuits between location 1 and location 64.		$18,290.00
LOC-94B/3A	Perform square cut across Morphy Ave. and Ingleside St. intersection, trench approx. 130 ft, and install three 5" conduits between location 94B/3A and location 2	$1,255.80	
LOC-94B/3A	Perform directional bore across Morphy Ave. and Ingleside St. intersection and install (pull back) three 5-inch HDPE conduits between Location 94B/3A and Location 2		$7,812.00
LOC-94B	Perform square cut across Ingleside St., trench approx. 70 ft, and install three 4" conduits between location 94B and location 93	$516.60	
LOC-94B	Perform Directional bore across Ingleside St. and install (pull back) three 4-inch HDPE conduits between Location 94B and Location 93.		$2,443.00
	Sub-Totals	$8,407.20	$30,149.00
	Change Order Total (Change Order Cost Minus Original Cost)		$21,742.00

The Change Order increase will be Twenty-One Thousand Seven Hundred Forty-Two Dollars ($21,742.00).
$21,742.00 increase represents a 0.98% change - well below the State Bid Law 10% threshold. Competitive bidding is not required.

Change order details total $21,741.80 (due to rounding - the total change order is $21,742.00).

The City is providing the materials for this project. The estimated cost for the boring materials and the savings of the labor and materials for the open trench are as follows:
Boring Additional Materials Cost

1. **Materials for Continuous HDPE**

a. 2”: $2,000.00
b. 4”: $9,500.00
c. 5”: $4,000.00

Total Estimated Materials Cost for Boring: $15,500.00

Open Trench Materials/Labor Savings
1. Concrete Replacement from Morphy Ave. to the Fire Station on Ingleside St.
350 LF of Sidewalk

1,750 Sq. Ft.
$5.50 a Sq. Ft. = $9,625.00 Labor

2. 25 Yards of Concrete

25 Yards x $150.00 per yard = $3,750.00 Material

3. Asphalt Replacement From Morphy Ave. to Fire Station on Ingleside St.

260 LF of Asphalt at 6' Wide
1,560 Sq. Ft.
$9.40 a Sq. Ft. = $14,664.00 Labor

4. 22 Tons of Asphalt

22 Tons x $100.00 a ton = $2,200.00 Material

5. Verbal Quote to Repave the Intersection of Morphy and Ingleside

Approximately $45,000.00

Total Estimated Materials/Labor Savings from Original Open Trench: $75,239.00

Previous Council Action:

February 20, 2025 - Resolution No. 5376-25 - After evaluating the bid proposals with the required bid specifications, Gridco, Inc. is now awarded the bid for 46 KV Transmission Line - 2025 Modifications and Additions for the lump sum bid base plus Alternates #1 and #2 of $2,194,441.20.

April 4, 2025 - Resolution No. 5423-25 - After evaluating the bid proposals with the required bid specifications, SouthCon is now awarded the bid for 46KV Transmission Line Project - Concrete Poles (Bid No. 25-025) for the Electric Department with a total bid proposal not-to-exceed of $105,956.00.

April 14, 2025 - Resolution No. 5424-25 - After evaluating the bid proposals with the required bid specifications, Gresco Utility Supply is now awarded the bid for 46KV Transmission Line Project - Transmission Switches (Bid No. 25-031) for the Electric Department with a total bid proposal not-to-exceed of $85,953.00.

May 12, 2025 - Resolution No. 5446-25 - 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. 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.

June 23, 2025 - Resolution No. 5485-25 - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-032) Materials for the 46KV Transmission Line Project Base Bid and Alternate 2 for the Electric Department; and to award Change Order No. 1 to Gresco Utility Supply with a cost change of -$35,104.30

and Tri-State Utility Products with a cost change of $20,338.40. Change Order is for requested price or quantity changes. Requested line item changes of greater than 10% is cause to rescind award for that line item. The new contract total for Gresco Utility Supply is $590,736.05 and the new contract total for Tri-State Utility Products, Inc. is $8,538.70. Total Award to three vendors with contingency will be changed to $746,902.70. Rescinded items will be bid out as Request for Quotes. Future price increases that otherwise require multiple quotes as per City policy are approved up to a total cost of 10% of the initial awarded contract amount. Any increase above the initial bid award shall be rebid pursuant to Alabama State Law.

May 12, 2025 - Resolution No. 5447-25 - 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 $75,421.58 (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 award to three vendors with contingency will be $474,448.02. 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.

June 23, 2025 - Resolution No. 5486-25 - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-033) Materials for the 46KV Transmission Line Project Alternate 1 for the Electric Department; and to award Change Order No. 1 to Gresco Utility Supply with a cost change of $7,622.81 and Tri-State Utility Products with a cost change of -3,443.40. Change Order is for requested price or quantity changes. Requested line item changes of greater than 10% is cause to rescind award for that line item. The new contract total for Gresco Utility Supply is $351,723.85 and the new contract total for Tri-State Utility Products, Inc. is $482.00. Total Award to three vendors with contingency will be changed to $480,627.43. Rescinded items will be bid out as Request for Quotes. Future price increases that otherwise require multiple quotes as per City policy are approved up to a total cost of 10% of the initial awarded contract amount. Any increase above the initial bid award shall be rebid pursuant to Alabama State Law.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
003-59500	Electric - Capital System Improvements	$21,742.00	$21,742.00	$0.00

Project No.: 2025PEI002 | Project Expense String: 2025PEI002-CONS
Total FY2026 Project Budget of $5,407,000.00 (less various materials, engineering, and construction costs expensed of $2,423,288.44) for available project budget to date of

$2,983,711.56.

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: No changes needed to Project Ledger budget for 2025PEI002.

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 Change Order No. 1 for (Bid No. 25-017) 46 KV Transmission Line – 2025 Modifications and Additions with a cost of $21,742.00; and to award Change Order No. 1 to Gridco, Inc. The new contract total will be $2,216,183.20.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5376-25

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 46 KV Transmission Line - 2025 Modifications and Additions for the Electric Department (Bid Number 25-017) for the City of Fairhope.

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

Please see attached Bid Tabulation for
46 KV Transmission Line - 2025 Modifications and Additions

[3] After evaluating the bid proposals with the required bid specifications, Gridco, Inc. is now awarded the bid for 46 KV Transmission Line - 2025 Modifications and Additions for the lump sum bid base plus Alternates #1 and #2 of $2,194,441.20.

Adopted on this 20th day of February, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE

CHANGE ORDER REQUEST

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Stewart Engineering

CONTRACTOR: Gridco, Inc.

PROJECT: 46KV Transmission Line – 2025 Modifications & Additions

CHANGE ORDER REQUEST NO. #1 **DATE:** March 10, 2026

1. DESCRIPTION OF CHANGE:

This change order request contains suggested modifications to the scope of work to perform directional bore instead of trench cutting roads and sidewalks for the 46KV project. This change will minimize the road closure at Ingleside Street. It will also prevent removing a recently constructed sidewalk.

2. CHANGE ORDER COSTS: $21,742.00– New Contract Amount: $2,216,183.20

Proposal Attached See Attached Gridco Proposed Change Order

LOCATION	ACTION	ORIGINAL COST	CHANGE ORDER COST
LOC-96	Perform square cut across Morphy Ave, trench approx. 75 ft, Install one 4" conduit between location 96 and 49 at the entrance of Hospital Dr. and Morphy Ave.	$264.00	
LOC-96	Bore and Install one 4" HDPE conduit between location 96 and 49 at the entrance of Hospital Dr. and Morphy Ave.		$1,604.00
LOC-1	Remove sidewalks along Ingleside St. between location 1 and location 64, trench approx. 660 feet, and install three 4-inch conduits. This work will require closure of Ingleside St., impacting the hospital construction entrance and the fire station. Removing sidewalks and trenching along the proposed alignment will likely result in the loss of the large water oak at the entrance to Bayside Women's Health. Additionally, recently replaced sidewalks will need to be removed and repoured	$6,370.80	
LOC-1	Perform directional bore along Ingleside St. and Install (pull back) three 4-inch HDPE conuits between location 1 and location 64.		$18,290.00
LOC-94B/3A	Perform square cut across Morphy Ave. and Ingleside St. intersection, trench approx. 130 ft, and install three 5" conduits between location 94B/3A and location 2	$1,255.80	
LOC-94B/3A	Perform directional bore across Morphy Ave. and Ingleside St. intersection and install (pull back) three 5-inch HDPE conduits between Location 94B/3A and Location 2		$7,812.00
LOC-94B	Perform square cut across Ingleside St., trench approx. 70 ft, and install three 4" conduits between location 94B and location 93	$516.60	
LOC-94B	Perform Directional bore across Ingleside St. and install (pull back) three 4-inch HDPE conduits between Location 94B and Location 93.		$2,443.00
	Sub-Totals	$8,407.20	$30,149.00
	Change Order Total (Change Order Cost Minus Original Cost)		$21,742.00

*If more than 2 items, provide attachments.

3. INSTITUTED BY: Ben Patterson (Project Manager & Owner's Representative) and Contractor: Jonathan Rogers, Gridco, Inc.

4. JUSTIFICATION OF NEED: This change order is a recommended change for the 46KV Project, minimizing road closures at Ingleside Street, and potentially saving a large water oak tree at the entrance of Bayside Women's Health. This will also prevent the demolition and repouring of a new sidewalks in the area.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: The $21,742.00 increase represents a 0.98% change - well below the State Bid Law 10% threshold. Competitive bidding is not required.

6. COSTS REVIEW: The Project Engineer and Superintendent of Electric Department reviewed the contractor's proposal and found the costs consistent with similar work.

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

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

8. EXTENSION OF TIME REQUESTED: No additional days requested.

RECOMMENDED:

BY: NA
Project Architect

BY: N/A
Utility Representative

APPROVED:

BY: See Attached Change Order Invoice
Contractor

BY: N/A
OWNER's Legal Advisor

BY: Ben Patterson
OWNER's Authorized Representative

GRIDCO

4000 Eagle Point Corporate Dr, Ste 250 BIRMINGHAM AL 35242 USA

INVOICE

Invoice Number:

Proposed Change Order

City Of Fairhope, Alabama
P.O. Drawer 429
Fairhope, AL 36533

Invoice Date: 02/16/26
Due Date:
Payment Terms Net 30 Days
Gridco Job#: 25124.0001

46 KV Transmission Line - 2025 Modifications & Additions City of Fairhope (BID NO 25-017)

Location	Description		Costs to Trench	Cost to Bore	Cost Difference
LOC - 96	Perform square cut across Morphy Ave, trench approximatly 75ft, and install one 4" conduit between location 96 and 49 at the entrance of Hospital Dr and Morphy Ave	Trench 60 ft at a 48" depth at $2.91 per foot = $174.60; Install 60ft of 4" pvc conduit in open trench at $1.49 per foot = $89.40	$264		
LOC - 96	Bore and install one 4" HDPE conduit between location 96 and 49 at the entrance of Hospital Dr and Morphy Ave			Directional Bore Set up Charge = $350.00; Directional bore 60ft single 4" conduit at $20.90 per foot = $1254.00; Total = $1604.00	$1,340.00
LOC - 1	Remove sidewalks along Ingleside Street between location 1 and location 64, trench approximately 660 feet, and install three 4-inch conduits. This work will require a closure of Ingleside Street, impacting the hospital construction entrance and the fire station. Removing sidewalks and trenching along the proposed alignment will likely result in the loss of the large water oak at the entrance to Bayside Women's Health. Additionally, recently replaced sidewalks will need to be removed and repoured.	Trench 660 ft at a 48" depth at $2.91 per foot = $1,920.60; Install 3 runs of of 4" pvc conduit at 660ft in open trench at $1.49 per foot = $2950.20; Plus $1500 labor to remove side walks	$6,370.80		

LOC - 1	Perform directional bore along Ingleside Street and install (pull back) three 4-inch HDPE conduits between location 1 and location 64.			Directional Bore Set up Charge = $350.00; Directional bore 600ft and install three 4" conduits at $29.90 per foot = $17,940; Total = $18,290	
					$11,919.20
LOC - 94B/3A	Perform square cut across Morphy Ave and Ingleside St intersection, trench approximatly 130ft, and install three 5" conduits between location 94B/3A and location 2.	Trench 130 ft at a 48" depth at $2.91 per foot = $378.30; Install 3 runs of of 5" pvc conduit at 130ft in open trench at $2.25 per foot per conduit = $877.50	$1,255.80		
LOC - 94B/3A	Perform directional bore across Morphy Ave and Ingleside St intersection and install (pull back) three 5-inch HDPE conduits between Location 94B/3A and Location 2			Directional Bore Set up Charge = $350.00; Directional bore 130ft and install one 5" conduit at $27.50 per foot = $3,575; Directional bore 130 ft and install two 5" conduits at $29.90 per foot = $3,887; Total = $7812.00	
					$6,556.20
LOC - 94B	Perform square cut across Ingleside St, trench approximatly 70ft, and install three 4" conduits between location 94B and location 93.	Trench 70ft at a 48" depth at $2.91 per foot = $203.70; Install 3 runs of of 4" pvc conduit at 70ft each in open trench at $1.49 per foot per conduit = $312.90	$516.60		
LOC - 94B	Perform directional bore across Ingleside St and install (pull back) three 4-inch HDPE conduits between Location 94B and Location 93.			Directional Bore Set up Charge = $350.00; Directional bore 70ft and install three 4" conduits at $29.90 per foot = $2,093.00; Total = $2,443.0	
					$1,926.40
Subtotal			$8,407	$30,149	$21,742
				TOTAL USD	$21,742

Bid No. 25-017 46KV Transmission Line – 2025 Modifications & Additions

Change Order No. 1

Estimated Materials Cost and Savings

Boring Additional Materials Cost

1. **Materials for Continuous HDPE**
   a. 2”: $2,000.00
   b. 4”: $9,500.00
   c. 5”: $4,000.00

Total Estimated Materials Cost for Boring: $15,500.00

Open Trench Materials/Labor Savings

1. **Concrete Replacement from Morphy Ave. to the Fire Station on Ingleside St.**

   350 LF of Sidewalk
   1,750 Sq. Ft.
   $5.50 a Sq. Ft. = $9,625.00 Labor

2. **25 Yards of Concrete**
   25 Yards x $150.00 per yard = $3,750.00 Material

3. **Asphalt Replacement From Morphy Ave. to Fire Station on Ingleside St.**
   260 LF of Asphalt at 6’ Wide
   1,560 Sq. Ft.
   $9.40 a Sq. Ft. = $14,664.00 Labor

4. **22 Tons of Asphalt**
   22 Tons x $100.00 a ton = $2,200.00 Material

5. **Verbal Quote to Repave the Intersection of Morphy and Ingleside**
   Approximately $45,000.00

Total Estimated Materials/Labor Savings from Original Open Trench: $75,239.00

RESOLUTION NO. 5423-25

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 46KV Transmission Line Project – Concrete Poles (Bid Number 25-025) for the Electric Department.

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

SouthCon	$105,956.00
Gresco Utility Supply	$109,233.00
Tri-State Utility Products, Inc.	$117,706.00

[3] After evaluating the bid proposals with the required bid specifications, SouthCon is now awarded the bid for 46KV Transmission Line Project – Concrete Poles (Bid Number 25-025) for the Electric Department with a total bid proposal not-to-exceed of $105,956.00.

Adopted on this 14th day of April, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5424-25

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 46KV Transmission Line Project – Transmission Switches (Bid Number 25-031) for the Electric Department.

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

Gresco Utility Supply	$85,953.00
Wesco	$91,449.73
MVA Power, Inc.	$102,220.00

[3] After evaluating the bid proposals with the required bid specifications, Gresco Utility Supply is now awarded the bid for 46KV Transmission Line Project – Transmission Switches (Bid Number 25-031) for the Electric Department with a total bid proposal not-to-exceed of $85,953.00.

Adopted on this 14th day of April, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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

RESOLUTION NO. 5485-25

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 Change Order No. 1 for (Bid No. 25-032) Materials for the 46KV Transmission Line Project Base Bid and Alternate 2 for the Electric Department; and to award Change Order No. 1 to Gresco Utility Supply with a cost change of -$35,104.30 and Tri-State Utility Products with a cost change of -$20,338.40. Change Order is for requested price or quantity changes. Requested line item changes of greater than 10% is cause to rescind award for that line item. The new contract total for Gresco Utility Supply is $590,736.05 and the new contract total for Tri-State Utility Products, Inc. is $8,538.70. Total Award to three vendors with contingency will be changed to $746,902.70. Rescinded items will be bid out as Request for Quotes.

[2] Future price increases that otherwise require multiple quotes as per City policy are approved up to a total cost of 10% of the initial awarded contract amount. Any increase above the initial bid award shall be rebid pursuant to Alabama State Law.

ADOPTED ON THIS 23RD DAY OF JUNE, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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

RESOLUTION NO. 5486-25

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 Change Order No. 1 for (Bid No. 25-033) Materials for the 46KV Transmission Line Project Alternate 1 for the Electric Department; and to award Change Order No. 1 to Gresco Utility Supply with a cost change of $7,622.81 and Tri-State Utility Products with a cost change of -$3,443.40. Change Order is for requested price or quantity changes. Requested line item changes of greater than 10% is cause to rescind award for that line item. The new contract total for Gresco Utility Supply is $351,723.85 and the new contract total for Tri-State Utility Products, Inc. is $482.00. Total Award to three vendors with contingency will be changed to $480,627.43. Rescinded items will be bid out as Request for Quotes.

[2] Future price increases that otherwise require multiple quotes as per City policy are approved up to a total cost of 10% of the initial awarded contract amount. Any increase above the initial bid award shall be rebid pursuant to Alabama State Law.

ADOPTED ON THIS 23RD DAY OF JUNE, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-623

FROM:	Ben Patterson, ELECTRIC SUPERINTENDENT
SUBJECT:	The Electric Superintendent, Ben Patterson, is requesting to find a qualified firm to provide professional services for the Joint Use Attachment Survey and GIS Entry for the Electric Department.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve to rescind Resolution No. 5682-25 approving the selection of the Evaluation Team of NEAL Technology Associates, Inc., for Professional Services for (RFQ PS26-001) Joint Use Attachment Survey and GIS Entry; and to authorize the re-bid of this purchase under Code of Alabama 1975, Section 41-16-57(d).

BACKGROUND INFORMATION:

The City Council approved the selection of NEAL Technology Associates, Inc. as the result of RFQ PS26-001 Professional Engineering Services for the Joint Use Attachment Survey and GIS Entry and approved the Mayor to negotiate the contract fee schedule.

The Superintendent of Electric Department has requested to procure a qualified contractor to conduct an inventory of attachments by joint-users to the City's Electric System, attachments of the City's Electric System to others, and an inventory of the City's Electric System with phasing diagrams.

The City was unable to procure an acceptable cost proposal from the approved selection of the Evaluation Team.

The Superintendent of Electric Department is requesting to rescind the award and *approval to re-bid the contract.*

History:
This contract was unsuccessfully bid three times before. Each of the first two (2) bids received one (1) bid submittal that was rejected for being too high of cost pursuant to Code of Alabama 1975, Section 41-16-57(d). The third bid was awarded and the contract was issued to the awarded vendor. Before signature, an irregularity was discovered in their bid that altered a mandatory requirement of the contract. The next lowest bidder submitted a similar irregularity. This caused the bid award to be rescinded

and approved to re-bid.

Previous Council Actions:
December 18, 2025 - Resolution No. 5682-25 The City Council approves the selection by the Evaluation Team for Professional Services for the Joint Use Attachment Survey and GIS Entry to NEAL Technology Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

August 11, 2025 - Resolution No. 5531-25 to rescind award of Bid No. 25-022 and authorize the Re-Bid under Code of Alabama 1975, Section 41-16-57(d).
August 26, 2024 - Resolution No. 5169-24 To Reject All Bids for Bid No. 24-054 and Authorize the Re-Bid under Code of Alabama 1975, Section 41-16-57(d).
December 9, 2024 - Resolution No. 5296-24 To Reject All Bids for Bid No. 25-001 under Code of Alabama 1975, Section 41-16-57(d).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
003-50290-20	Electric - Professional Services	TBD	TBD	TBD

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] To rescind Resolution No. 5682-25 approving the selection of the Evaluation Team of NEAL Technology Associates, Inc., for Professional Services for (RFQ PS26-001) Joint Use Attachment Survey and GIS Entry; and to authorize the re-bid of this purchase under Code of Alabama 1975, Section 41-16-57(d).

DULY ADOPTED THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5682-25

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

[1] That the City Council approves the selection by the Evaluation Team for Professional Services for (RFQ PS26-001) for the Joint Use Attachment Survey and GIS Entry to NEAL Technology Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 18TH DAY OF DECEMBER, 2025

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5296-24

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

[1] That the City Council to reject all bids (Bid No. 25-001) to Procure Services for Joint Use Attachment Inventory for the Electric Department pursuant to Code of Alabama 1975, Section 41-16-57(d).

ADOPTED ON THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5531-25

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

[1] To rescind Resolution No. 5433-25 awarding Bid No. 25-022 Joint Use Attachment Inventory for City of Fairhope Electric Department; and to authorize the re-bid of this purchase order under Code of Alabama 1975, Section 41-16-57(d).

ADOPTED ON THIS 11TH DAY OF AUGUST, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5169-24

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

[1] That the City Council to reject all bids (Bid No. 24-054) to Procure Services for Joint Use Attachment Inventory for the Electric Department; and authorize the re-bid the annual contract under Code of Alabama 1975, Section 41-16-57(d).

ADOPTED ON THIS 26TH DAY OF AUGUST 2024

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-719

FROM:	Richard Johnson, CITY ENGINEER John Thomas, Interim Public Works Director Nicole Love, Grants Coordinator
SUBJECT:	City Engineer, Richard Johnson, has requested Change Order No. 1 for the contract with Rogers and Willard, Inc. for Bid No. 25-009-COF-2023-EDA001 K-1 Center Redevelopment. Authorize Treasurer to transfer $51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve Change Order No. 1 for the contract with Rogers and Willard, Inc. for Bid No. 25-009-COF-2023-EDA001 K-1 Center Redevelopment and authorize the Mayor to execute the Change Order No. 1 for $51,531.00. The new contract total will be $6,107,110.00. Authorize Treasurer to transfer $51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget.

BACKGROUND INFORMATION:

This change order request is due to modifications required based on the future tenant's Furniture, Fixtures, and Equipment (FFE) selection, which was not identified or anticipated in the original Mechanical, Electrical, and Plumbing (MEP) design. The HVAC for the large meeting room in the south hall was originally designed as an open space without partitions. The future tenant has selected a modular, insulated, floor-to-ceiling folding wall system that divides the south hall into four breakout meeting spaces. The project's Mechanical Engineer determined that the originally specified HVAC would not meet thermal loading requirements. Three additional mini-split HVAC heads and associated electrical and control wiring are required.

This change order reflects unforeseen conditions not anticipated in the original MEP design. Although initiated by tenant configuration decisions, HVAC work falls under the City's scope and is not an FFE cost. The cost includes:

- Mini-Split HVAC "Head" Unit; Qty: 3; $14,003.67 each
- Additional Electrical and Control Wiring: $9,520.00

The $51,531.00 increase represents a 0.85% change - well below the State Bid Law 10% threshold. Competitive bidding is not required.

The change order cost is Fifty-One Thousand Five Hundred Thirty-One Dollars ($51,531.00). The new contract total is Six Million One Hundred Seven Thousand One Hundred Ten Dollars ($6,107,110.00).

Previous Council Action:
February 13, 2023: Resolution No. 4687-23 RFQ PS020-22 Contract for Architectural/Engineering Design Campus Master Plan with Watermark Design Group with a not-to-exceed amount of $151,900.00
February 13, 2023: Resolution No. 4688-23 RFQ PS020-22 Contract for Architectural/Engineering Design and Construction Inspection Services with Watermark Design Group with a not-to-exceed amount of $293,000.00
August 26, 2024: Resolution No. 5164-24 to authorize acceptance of an ADECA General Fund appropriation of $1,000,000.00 (Grant #AL-LI-25-001); and authorizes Mayor Sherry Sullivan to sign all necessary documents.
April 22, 2024: Resolution No. 5047-24 That the City Council hereby commits the City to provide the additional Capital Appropriation of up to $2,000,000.00; approves the amended EDA project Budget and the amended EDA Project Scope of Work; and authorizes the Mayor to execute all related documents concerning the amended EDA Grant/Project.
May 12, 2025: Resolution No. 5440-25 Rogers & Willard, Inc. is awarded (Bid No. 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 attaining a renewal of their Sam.gov number. Authorize the City Treasurer to transfer $791,492.00 from the General Fund to the Capital Project Fund.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
103-55884-10	Capital Projects - K-1 Center	$0.00	$51,531.00	($51,531.00)

Authorize Treasurer to transfer $51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget as follows:
General Fund
001-49998 Budget Rollover ($51,531.00)
001900-50965 Transfers CapProj Fund $51,531.00

Capital Projects Fund

103-49810 Transfers from General Fund ($51,531.00)
103-55884 Drainage Improvements $51,531.00 (Project Expense String: 2023EDA001-CONS)

GRANT:

EDA Investment No. 04-79-07751
ADECA Grant No. AL-LI-25-001

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: Treasury to document project ledger budget increase to Project No. 2023EDA001-CONS.

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 Change Order No. 1 for (Bid No. 25-009-COF-2023-EDA001) K-1 Center Redevelopment with a cost of $51,531.00; and to award Change Order No. 1 to Rogers and Willard, Inc. The new contract total will be $6,107,110.00. Authorize Treasurer to transfer $51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE

CHANGE ORDER REQUEST

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Watermark/Thompson

CONTRACTOR: Rogers and Willard, Inc.

PROJECT: COF-2023 EDA001 K-1 Center/HATCH Remodel

CHANGE ORDER REQUEST NO. #1 **DATE:** March 3, 2026

1. DESCRIPTION OF CHANGE:

This change order request is due to modifications required based on the future tenant's Furniture, Fixtures, and Equipment (FFE) selection, which was not identified or anticipated in the original Mechanical, Electrical, and Plumbing (MEP) design. The HVAC for the large meeting room in the south hall was originally designed as an open space without partitions. The future tenant has selected a modular, insulated, floor-to-ceiling folding wall system that divides the south hall into four breakout meeting spaces. The project's Mechanical Engineer determined that the originally specified HVAC would not meet thermal loading requirements. Three additional mini-split HVAC heads and associated electrical and control wiring are required.

2. CHANGE ORDER COSTS: $51,531.00 – New Contract Amount: $6,107,110.00

Proposal Attached See Attached Inventory of CO's **Cost Estimated/Proposal Required**

Item	*Quantity*	*Material Unit Price*	*Labor (Hours)*	*Labor Unit Price*	*Sub-Total Cost*
a. Mini-Split HVAC "Head" Unit	3	$14,003.67	Inc.	Inc.	$42,011.00
b. Additional Electrical and Control Wiring	Lump Sum	$9,520.00	Inc.	Inc.	$9,520.00
				TOTAL:	$51,531.00

*****If more than 2 items, provide attachments.

3. INSTITUTED BY: Nic Gray, Watermark Design Group, LLC**;** Richard D. Johnson, PE (Project Manager & Owner's Representative) and Contractor: Kaitlin Kirby, Assistant Project Manager, Rogers & Willard

4. JUSTIFICATION OF NEED: This change order reflects unforeseen conditions not anticipated in the original MEP design. Although initiated by tenant configuration decisions, HVAC work falls under the City's scope and is not an FFE cost.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: The $51,531.00 increase represents a 0.85% change - well below the State Bid Law 10% threshold. Competitive bidding is not required.

6. COSTS REVIEW: The Project Architect and City Engineer reviewed the contractor's proposal and found the costs consistent with similar work.

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

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

8. EXTENSION OF TIME REQUESTED: No additional days requested.

RECOMMENDED:

BY: See Attached Recommendation Email
Project Architect

BY: N/A
Utility Representative

APPROVED:

BY: See Attached Proposal
Contractor

BY: N/A
OWNER's Legal Advisor

BY: Richard I Johnson
OWNER's Authorized Representative

K-1 Change Order/Allownace Usage Log						
COR Date	Change Event	Referance	Description	Contractor	Value	Notes
Unforeseen Conditions Allowance					$ 150,000.00	
9/8/2025	#001 - Stained Wood Windows	Direction from Claudia	Change from painted interior to stained for wood windows	Blue Water Lumber	$ -	VOID - $13,410
9/16/2025	#002 - Removal of Window Screens from Wood Windows	Direction from Claudia on submittal	Cost of window screens to add to Owner's Contingency	Blue Water Lumber	$ 11,885.42	APPROVED
9/17/2025	#003 - Chimney Credit	Field Discussion - RFI #002	Per RFI confirmation of a conversation onsite, the chimney is to remain rather than be demolished.	AtoZ Enviromental	$ 880.00	APPROVED
10/23/2025	#009 - Plumbing Fixture Upgrades	Plumbing Fixture Product Data Submittal	Fixtures upgraded to be motion activated	Adams Plumbing	$ -	VOID - $15,527.86
10/29/2025	#013 - Truss Material Increase	Field Investigation/Measurements	Through field investigation and measurements changes to the truss design needed to be made. These field measurements increased the amount of lumber needed to build these trusses by about 20%	Swift Supply	$ (4,712.39)	APPROVED
10/29/2025	#014 - Wood Roof Deck Replacement	Field Investigation/Measurements	Cost of roof deck replacement at $3.00/SF - 2,650 SF	Roof Doctors	$ (7,950.00)	APPROVED
11/20/2025	#017 - Rev 4 Drawings	REV 4 Drawings	Additional framing, gypsum board, wall tile, and removal of toilet from scope	Adams Plumbing Blanchard Construction GC Specialties Mobile Acoustical	$ (1,080.00)	APPROVED
1/14/2026	#020 - Pelican's Nest Manhole Tie In	Existing Site Conditions	Labor and material for the core drill and 6” tap of the existing manhole, as well as replacing disturbed sod and sidewalk as necessary for excavation of the manhole	SLC Plumbing	$ (6,129.00)	PENDING REVIEW - BACK UP SENT 1/14/26
1/14/2026	#022 - Fire & Water Line Changes	Changes needed to meet building loads	Labor and material for additional 100’ of 6” fire main piping, as well as a domestic water meter/vault installation, a connection to an existing local utility stub, installation of a 3” domestic water backflow preventer, and piping installation of 100’ of 3” domestic water pipe. Pricing for the 3” domestic water reflects a change from the pricing of a 2” domestic water line provided in the original quote by SLC Plumbing. Pricing in this change order reflects the use of 6” C-900 fire main piping, and SDR-21 domestic water piping	SLC Plumbing	$ (33,543.00)	PENDING REVIEW - BACK UP SENT 2/12/26
1/14/2026	#023 - Additional Steel	Rev 2 Structural Drawings	Storefront brick angle and column modification steel	Steel & Supply McCullar Cranes	$ (6,426.50)	PENDING REVIEW - BACK UP SENT 2/10/26
1/31/2026	#030 - Truss Support Beams at Windows	Field Condition	Cost to rebuild/reinfore headers above windows in the south hall.	Carpenter Services	$ (4,529.00)	PENDING REVIEW - BACK UP SENT 2/10/26
12/4/2025	#037 - East Hall Slab Leveling	Field Condition	Cost to level east slab.	RLM	$ (12,511.30)	PENDING REVIEW - BACK UP SENT 2/10/26
1/31/2026	#029 - Additional Window in South Basement	Field Condition	Cost to add wood window at existing opening in south hall basement (Type F).	Blue Water Lumber RWI Carpenter	$ (2,917.33)	PENDING REVIEW - BACK UP SENT 2/10/26
1/31/2026	#031 - Upsized Floor Joists in South Hall Basment	Field Meeting with Structural Engineer	Cost to change double 2x8 floor joists to double 2x12 in south hall.	CC Restoration	$ (8,530.06)	PENDING REVIEW - BACK UP SENT 2/10/26
12/10/2025	Wooden Fence Demo on East Side of Property	Mayor's Request at Precon Meeting	Cost to demo existing wooden fence on Church Steet	RWI Labor	$ (345.00)	PENDING REVIEW - BACK UP SENT 2/10/26
2/9/2026	#032 - Window Sill Leveling (On Going)	Field Condition	Existing window sills were found to be hollow, rather than filled with masonry as noted on S1/A500.1		$ (12,302.00)	PENDING REVIEW - BACK UP SENT 2/10/26
2/9/2026	#034- Window Opening 4x4/2x4 Supports (On Going)	Field Condition			$ (17,790.50)	PENDING REVIEW - BACK UP SENT 2/10/26
2/9/2026	#035 - North Termite Damage Repair	Field Condition			$ (19,754.46)	PENDING REVIEW - BACK UP SENT 2/10/26
2/9/2026	#033 - South Hall Buckling Floor Repair (On Going)	Field Condition			$ (2,765.00)	PENDING REVIEW - BACK UP SENT 2/10/26
2/9/2026	#036 - 3 Mini Splits from Hatch	Hatch Drawings			$ (42,011.00)	PENDING REVIEW - BACK UP SENT 2/10/26
2/11/2026	#039 - Mini Splits Electrical from Hatch	Hatch Drawings			$ (9,520.00)	PENDING REVIEW - BACK UP SENT 2/12/26
2/11/2026	Truss Modification for 3x3 Cassettes	Field Condition			$ (6,703.04)	PENDING REVIEW - BACK UP SENT 2/12/26
2/11/2026	Type C Window Credit	Drawings			$ 6,400.44	PENDING REVIEW - BACK UP SENT 2/12/26
2/19/2026	Concrete Stair/Railing Credit	Architect Request			$ 17,300.00	PRICING IN PROGRESS - MISSING RAILS
2/19/2026	Metal Canopy Credit	Architect Request			$ 59,185.00	PENDING REVIEW - BACK UP SENT 2/18/26
	HM Door In Basement	Owner Request				PRICING IN PROGRESS
	Doors 103 & 129 Panic Devices	Architect Request				PRICING IN PROGRESS

	Tamper Switch Electrical for Fire Backflow					PRICING IN PROGRESS
10/29/2025				Current Remaining Balance:	$ 46,131.28	
	5,082 SF of Subfloor				$ 48,279.00	
10/15/2025	#008 - South Hall Termite/Moisture Damage Repair to 10/8/25	Field Observation	Cost of material and labor to complete necessary repairs	CC Restoration Swift Supply	$ (17,186.93)	APPROVED
10/29/2025	#011 - Carpentry Repair Work - 10/9/25 - 10/21/25	Field Observation	Cost of material and labor to complete necessary repairs/demo	CC Restoration Swift Supply	$ (20,096.55)	APPROVED
12/4/2025	#026 - Bathroom Floor Demo North East	Drawings	Demolition of tile floors not shown on drawings to be demolished	Rogers & Willard	$ (1,700.40)	PENDING REVIEW - BACK UP SENT 2/10/26
12/4/2025	#028 - Bathroom Floor Demo South East/Reconstruction (On Going)	Field Observation	Existing floor joist were rotted. The slab and joists were demolished and stem walls were created to be back filled to slab depth.	Rogers & Willard	$ (10,500.00)	PENDING REVIEW - BACK UP SENT 2/10/26
10/29/2025				Current Remaining Balance:	$ (1,204.88)	
	Install of 2,000 SF of Reclaimed Brick				$ 7,000.00	
10/29/2025				Current Remaining Balance:	$ 7,000.00	

K-1 Delay Log				
Event #	Event Dates	Cause and/or Result	Associated Change Event/Doc.	Actual Impact (Calander Days)
3	9/30/25 - 10/8/2025	Structural repair work in the south hall - other work in this area was unable to be performed for safety	#008	9
4	10/5/25-10/7/25	Roughly 1" of rain over 3 days casued minor delay - demo and carpentry continued through weather	October Weather Days Email	1
5	10/19/2025	Roughly 1" of rain over <1 days casued footings to flood - soil was unsuitable to pour footings	October Weather Days Email	7
6	10/26/2025	Roughly 5" of rain over <1 days casued footings to flood - soil was unsuitable to pour footings	October Weather Days Email	10
7	12/1/2025	Roughly 3.22" of rain over 1 day - caused delay of steel erection due to soft soil conditions	N/A	N/A
8	12/4/2025	Roughly 2.19" of rain over 1 day - caused delay of steel erection due to soft soil conditions	N/A	N/A
9	12/5/2025	Roughly .07" of rain over 1 day - caused delay of steel erection due to soft soil conditions	N/A	N/A
10	12/6/2025	Roughly .22" of rain over 1 day - caused delay of steel erection due to soft soil conditions	N/A	N/A
11	12/7/2025	Roughly .18" of rain over 1 day - caused delay of steel erection due to soft soil conditions	N/A	N/A
12	12/8/2025	Roughly .09" of rain over 1 day - caused delay of steel erection due to soft soil conditions	N/A	N/A
13	2/9/2026	Termite Repairs North	N/A	14
			Total Impact (Days)	27
			Contract Completion	4/26/2025
			Projected Completion	9/17/2026

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:

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	$53,300	$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	+ $150,000.00 / -	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**	**$7,300**	**$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

RESOLUTION NO. 5047-24

WHEREAS, The City Council approved and authorized the submission of a United States Economic Development Administration (EDA) grant application by the City of Fairhope and the Baldwin County Community and Economic Development Foundation's joint requesting an EDA investment of $2,500,000.00 for renovation of the existing K1 Center Building (100 S. Church Street) to serve as a business resource hub for emerging technology entrepreneurs and companies in the City of Fairhope; and

WHEREAS, the United States Department of Commerce Economic Development Administration (EDA) has approved the grant application by City of Fairhope and the Baldwin County Community and Economic Development Foundation in the amount of $2,500,000.00; and

WHEREAS, that the City of Fairhope accepted the U.S. Department of Commerce Economic Development Administration Grant Award, EDA Investment No. 04-79-07751, in the amount of $2,500,000.00; and

WHEREAS, due to the length of time between grant application, award and entitlement, the economics of capital construction has experienced heavy inflationary change; and for the City to use the $2,500,000.00 in USEDA funds towards this project, additional capital dollars are required; and

WHEREAS, Project Staff is requesting additional Capital Appropriation of up to $2,000,000.00 (any expenditures will be no earlier than FY2025) beyond the committed $625,000.00 City match and the $131,000.00 insurance settlement received for storm damage to K-1 Building.

NOW, THEREFORE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby commits the City to provide the additional Capital Appropriation of up to $2,000,000.00; approves the amended EDA Project Budget and the amended EDA Project Scope of Work; and authorizes the Mayor to execute all related documents concerning the amended EDA Grant/Project (including amending the current A&E Professional Services Contract with Thompson/Watermark.

APPROVED ON THIS THE 22ND DAY OF APRIL, 2024

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5164-24

WHEREAS, That the City of Fairhope proposes to renovate an historical former school building to serve as a business resource hub for emerging technology entrepreneurs and companies. The renovation includes demolition, remediation of existing walls, new interior partition walls, new roofing, new doors and windows, all new interior systems and external site work; and

WHEREAS, That the City of Fairhope presented an application to the U. S. Department of Commerce for grant assistance from an EDA grant of $2,500,000.00 to renovate the K-1 Center as a business resource hub; and

WHEREAS, The US EDA has approved an investment of $2,500,000.00 for this project. The City of Fairhope will provide 20% matching funds of $625,000.00 and Baldwin County Economic Development Alliance will also be contributing funding; and

WHEREAS, That the City Council hereby authorizes acceptance of an ADECA General Fund appropriation of $1,000,000.00 (Grant #AL-LI-25-001); and authorizes Mayor Sherry Sullivan to sign all necessary documents.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes acceptance of an ADECA General Fund appropriation of $1,000,000.00 (Grant #AL-LI-25-001); and authorizes Mayor Sherry Sullivan to sign all necessary documents.

ADOPTED ON THIS 26TH DAY OF AUGUST, 2024

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-725

FROM:	Richard Johnson, CITY ENGINEER Paige Crawford, DIRECTOR OF COMMUNITY AFFAIRS John Thomas, Interim Public Works Director
SUBJECT:	The City Engineer, Richard Johnson, has requested to procure a qualified contractor to provide all materials, equipment, labor and incidentals for a full exterior envelope repair project for the existing Welcome Center building.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-024-2025-PWI-021 Welcome Center Envelope Repairs to Fairhope Building Company for a not-to-exceed amount of $527,435.00.

BACKGROUND INFORMATION:

A service bid was issued on January 22, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. Eight (8) responsive bids were received at the bid opening on March 3, 2026 at 2:30 p.m.

Fairhope Building Company provided the low bid price as follows:
Total Base Bid: $464,212.00
Alternate #1 (Upgraded Doors): $26,353.00
Alternate #2 (Shutters): $7,516.00
Alternate #3 (Copper Light Fixtures): $4,153.00
Alternate #4 (Thicker Cementitious Siding): $25,201.00

The City Engineer recommends that the award be made to Fairhope Building Company for the Total Base Bid and Alternates 1-4 for a total low bid price of Five Hundred Twenty-Seven Thousand Four Hundred Thirty-Five Dollars ($527,435.00).

Previous Council Action:
Resolution No. 5393-25, adopted by Council on March 10, 2025, authorized the execution of contract for architectural services for design of Welcome Center project in the not-to-exceed amount of $53,416.00.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001270-50475-20	Welcome Center - Capital Improvement	$446,584.00	$527,435.00	($80,851.00)

Project No.: 2025PWI021 | Project Expense String: 2025PWI021-CONS
Total FY2026 Original Project Budget of $500,000.00 (less architectural design services of $53,416.00) for available project budget to date of $446,584.00.

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: If approved, Treasury to increase budget for Project Expense String: 2025PWI021-CONS in the amount of $80,851.00.

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 (Bid No. 26-024-2025-PWI-021) Welcome Center Envelope Repairs for the City of Fairhope Public Works Department.

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

Please see attached Bid Tabulation for
Welcome Center Envelope Repairs

[3] After evaluating bid proposals, with required bid specifications, Fairhope Building Company was the low bid as follows:

Total Base Bid: $464,212.00
Alternate #1 (Upgraded Doors): $26,353.00
Alternate #2 (Shutters): $7,516.00
Alternate #3 (Copper Light Fixtures): $4,153.00
Alternate #4 (Thicker Cementitious Siding): $25,201.00

The City Engineer recommends that the award be made to Fairhope Building Company for the Total Base Bid and Alternates 1-4 with a bid proposal not-to-exceed $527,435.00.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Goodwyn Mills Cawood

11 North Water Street
Suite 19290
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

March 5, 2026

Ms. Erin Wolfe
Procurement & Contracts Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532

RE: Welcome Center Envelope Repairs
City of Fairhope
Project No. 2025-PWI 021
Bid No. 26-024-2025-PWI-021
GMC PROJECT NO. AMOB250022

Dear Ms. Wolfe:

On Tuesday, March 3, 2026 at 2:30 p.m., eight sealed proposals for the Bid No. 26-024-2025-PWI-021 Welcome Center Envelope Repairs were received by the City of Fairhope at which time they were publicly opened and read.

After careful evaluation and review of the Bid Documents, it is our recommendation to award the contract for construction to the lowest responsive bidder, Fairhope Building Company for their total base bid amount of $464,212.00 plus Alternates 1 in the amount of $26,353.00, 2 in the amount of $7,516.00, 3 in the amount of $4,153.00 and 4 in the amount of $25,201.00 bringing the total bid amount to $527,435.00.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

GOODWYN MILLS CAWOOD, LLC

Virginia B. Rodriguez-Feo

Virginia B. Rodriguez-Feo, AIA
Project Architect

/djf

GMC

TABULATION OF BIDS
for Welcome Center Envelope Repairs
City of Fairhope

GMC Project No. AMOB250022
March 3, 2026 at 2:30 p.m.

	Fairhope Building Company 116 Fairhope Avenue Fairhope, AL 36532	**Gulf Construction Co LLC** 870 Heron Cove Lane Gulf Shores, AL 36542	**RH Deas Building Co LLC** 3660 Dauphin Street, Suite D Mobile, AL 36608	**Rellim Contracting** 2051 Leroy Stevens Road Mobile, AL 36695
	GC LICENSE NO.: 60931 NOTATIONS:	GC LICENSE NO.: 59804 NOTATIONS:	GC LICENSE NO.: 57048 NOTATIONS: *Deduct $8000 from Base Bid. **Deduct $22,000 from Alt #4.	GC LICENSE NO.: 53719 NOTATIONS:
	ITEMS RECEIVED	***ITEMS RECEIVED***	***ITEMS RECEIVED***	***ITEMS RECEIVED***
✓ BID FORM	✓	✓	✓	✓
✓ ATTACHMENT A	✓	✓	✓	✓
✓ CONTRACTOR INFORMATION	✓	✓	✓	✓
✓ ACCOUNTING OF SALES TAX	✓		✓	
✓ BID BOND	✓ Frankenmuth Insurance Company	✓ Merchants Bonding Company	✓ Hartford Fire Insurance	✓ Travelers Casualty and Surety Company of America
✓ ADDENDUM 1	✓	✓	✓	✓
✓ ADDENDUM 2	✓	✓	✓	✓
✓ ADDENDUM 3	✓	✓	✓	✓
✓ ADDENDUM 4	✓	✓	✓	✓
Base Bid	$ 464,212.00	$ 473,917.33	$ 492,000.00 *	$ 533,000.00
Envelope Notations	None	None	*-$8000.00 **-$22000.00	None
Alternate 1	$ 26,353.00	$ 74,877.88	$ 52,750.00	$ 23,000.00
Alternate 2	$ 7,516.00	$ 15,421.94	$ 10,000.00	$ 8,500.00
Alternate 3	$ 4,153.00	$ 12,762.20	$ 11,000.00	$ 16,500.00
Alternate 4	$ 25,201.00	$ 21,153.01	$ 24,500.00 **	$ 10,500.00
Total Base Bid	$ 527,435.00	$ 598,132.36	$ 590,250.00	$ 591,500.00

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Virginia B. Rodriguez-Feo, AIA

Virginia B. Rodriguez-Feo, AIA
Alabama Registration No. 7170

Sworn before me this 5th day of March 2026

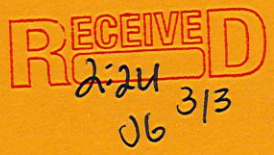
BARBARA LEGAULT GARNER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 12/10/29

TABULATION OF BIDS
for Welcome Center Envelope Repairs
City of Fairhope

GMC Project No. AMOB250022
March 3, 2026 at 2:30 p.m.

	Langan Development Company, LLC 960 Schillinger Road South, Suite L Mobile, AL 36695	Green-Simmons Company, Inc. 3407 North W Street Pensacola, FL 32505	C-Sharpe Co LLC 22657 Canal Road Orange Beach, AL 36561	Bienville Construction Services, LLC 250 North Jackson Street #2 Mobile, AL 36603
	GC LICENSE NO.: 59083 NOTATIONS:	GC LICENSE NO.: 38125 NOTATIONS:	GC LICENSE NO.: 22494 NOTATIONS:	GC LICENSE NO.: 56775 NOTATIONS:
	ITEMS RECEIVED	***ITEMS RECEIVED***	***ITEMS RECEIVED***	***ITEMS RECEIVED***
	✓ BID FORM	✓ BID FORM	✓ BID FORM	✓ BID FORM
	✓ ATTACHMENT A	✓ ATTACHMENT A	✓ ATTACHMENT A	✓ ATTACHMENT A
	✓ CONTRACTOR INFORMATION	✓ CONTRACTOR INFORMATION	✓ CONTRACTOR INFORMATION	✓ CONTRACTOR INFORMATION
	ACCOUNTING OF SALES TAX	ACCOUNTING OF SALES TAX	✓ ACCOUNTING OF SALES TAX	ACCOUNTING OF SALES TAX
	✓ BID BOND — The Ohio Casualty Insurance Company	✓ BID BOND — Atlantic Specialty Insurance Company	✓ BID BOND — Nationwide Mutual Insurance Company	✓ BID BOND — Amerisure Mutual Insurance Company
	✓ ADDENDUM 1	✓ ADDENDUM 1	✓ ADDENDUM 1	✓ ADDENDUM 1
	✓ ADDENDUM 2	✓ ADDENDUM 2	✓ ADDENDUM 2	✓ ADDENDUM 2
	✓ ADDENDUM 3	✓ ADDENDUM 3	✓ ADDENDUM 3	✓ ADDENDUM 3
	✓ ADDENDUM 4	✓ ADDENDUM 4	✓ ADDENDUM 4	✓ ADDENDUM 4
Base Bid	$ 527,920.00	$ 598,000.00	$ 699,265.00	$ 810,000.00
Envelope Notations	None	None	None	None
Alternate 1	$ 30,500.00	$ 94,240.00	$ 0.00	$ 98,032.00
Alternate 2	$ 19,000.00	$ 34,610.00	$ 13,073.00	$ 15,000.00
Alternate 3	$ 9,300.00	$ 13,813.00	$ 10,042.00	$ 28,500.00
Alternate 4	$ 11,950.00	$ 19,116.00	$ 162,151.00	$ 36,800.00
Total Base Bid	$ 598,670.00	$ 759,779.00	$ 884,531.00	$ 988,332.00

Sealed Bid
Fairhope Building Company
License No. 60931



Welcome Center Envelope Repairs
20 North Section Street

FOR: City of Fairhope
555 South Section St
Fairhope, AL 36532

Project No. 2025-PWI 021
Bid No. 26-024-2025-PWI-021

ITEM III
BID RESPONSE FORM

Date: 3/3/2026

Bid No: 26-024-2025-PWI-021

Project: Welcome Center Envelope Repairs Bids Due:

February 24, 2026

CONTRACT BID ITEMS

ITEM DESCRIPTION	Dollars $
BASE BID: For construction complete as shown and specified, the sum of Four hundred sixty-four thousand two hundred twelve dollars and 00/100 cents	Dollars ($ 464,212.00)
ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:	
For Alternate No. 1 (Thicker Aluminum Doors) (add) (deduct) (Insert key word for Alternate)	$ 26,353.00
For Alternate No. 2 New Exterior Composite Shutters) (add) (deduct)	$ 7,516.00
For Alternate No. 3 (Exterior Copper Light Fixtures) (add) (deduct)	$ 4,153.00
For Alternate No. 4 (Thicker Fiber Cement Siding .) (add) (deduct)	$ 25,201.00
For Alternate No. 5 (. . . . .) (add) (deduct)	$
For Alternate No. 6 (. . . . .) (add) (deduct)	$

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
1	2/13/2026	3	2/20/2026
2	2/19/2026	4	2/26/2026

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 3rd day of March, 2026.

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 Fairhope Building Company LLC

State of Incorporation Alabama

Company Representative Lane Otto
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address 116 Fairhope Ave, Fairhope, AL 36532

Phone Number (251) 376-0955 Fax Number( )

E-mail address lotto@fairhopebuildingcompany.com AL Contractor's License No. 60931

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 Lane Otto as Project Mgr. respectively, of Fairhope Building Co. LLC whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 24th day of Feb 2024

NOTARY PUBLIC Tiffaney Williamson

MY COMMISSION EXPIRES 11/10/2029

Notary Public, Alabama State at Large
Tiffaney Williamson
Expires 11/10/2029

ATTACHMENT A

TO BID RESPONSE FORM

1.1 UNIT PRICES:

A. The following items of work are anticipated during the performance of this contract; however the exact quantity of each work item may not be determinable prior to bidding. These Allowance Unit Prices include all charges for labor and materials, shoring, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, but not limited to, for the accomplishment of the Allowance item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions and Instruction to Bidders. Changes in the Contract amount that are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

B. Refer to Section 010260 - "Unit Prices", and to the respective sections of the Specifications for the complete Unit Price Item description.

C. Submit the following Unit Prices with the Proposal Form on Bid Date.

ITEM	UNIT QTY	UNIT	UNIT PRICE
1. Moisture Resistant Board	1	SF	$ 7.00
2. R-19 Batt Insulation	1	SF	$ 1.50
3. 1 x 6 Fire Retardant Treated Wood Trim	1	SF	$ 7.00
4. 2 x 6 Fire Retardant Treated Wood Framing	1	SF	$ 4.00
UNIT PRICE TOTAL:			$ 23.50

(*) Legend to "Unit" quantity abbreviations: SF Square Foot

Note: Failure to complete and submit this attachment with proposal shall be grounds for rejections of bid.

END OF ATTACHMENT A TO PROPOSAL FORM

ITEM IV

CONTRACTOR INFORMATION

This Section must be printed, completed, and turned in with your bid response to
Bid No. 26-024-2025-PWI-021
Project No. 2025-PWI 021

Business Organization

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

Fairhope Building Company, LLC

Doing-Business-As Name of CONTRACTOR:

116 Fairhope Ave, Fairhope, AL 36532

Principal Office Address:

LOCAL Telephone Number: 251-376-0955 Toll- Free

LOCAL Fax Number:

Email address: lotto@fairhopebuildingcompany.com

Website: fairhopebuildingcompany.com

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

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

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: Lane Otto Email lotto@fairhopebuildingcompany.com

Phone 251-376-0955 Fax

END OF CONTRACTOR INFORMATION SECTION

ITEM XI

BID BOND

The PRINCIPAL (Bidder's name and address)
Fairhope Building Company, LLC
116 Fairhope Ave, Fairhope, AL 36532
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. 2025-PWI 021
PROJECT NAME: Welcome Center Envelope Repairs

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 OBIGATION 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 **24th** day of **February**, 202**6**.

Fairhope Building Company, LLC
(Principal (Company)

ATTEST _____ By _____

Nicole Klapman President
Print Name and Title

SURETY
ATTEST _____

Frankenmuth Insurance Company
Surety Company

By _____

Thomas G. Moorer, Attorney-In-Fact
Print Name and Title

CORPORATION

Fairhope Building Company, LLC
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: **116 Fairhope Ave, Fairhope, AL 36532**

email lotto@fairhopebuildingcompany.com phone 251-376-0955

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

President
(Position or Title)

60931
(General Contractor's License Number) vendors)

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

Attest:
(Secretary)

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

Frankenmuth Insurance Company
(Name of Surety)

BY: _____
(Attorney in Fact) **Thomas G. Moore**

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: Chris Muscolino, Mary Isbell, Thomas G. Moorer, Wesley Mansour

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> "**RESOLVED,** that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President, Chief Operating Officer and Secretary

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 24th day of February, 2026.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

GMC

Goodwyn Mills Cawood
2039 Main Street
Daphne, Alabama 36532
T 251.460.4006
F 251.460.4423

FASCIMILE TRANSMITTAL COVER SHEET

DATE: February 13, 2026

TO: Doris Furr

FROM: Planholder

PROJECT: WELCOME CENTER ENVELOPE REPAIR
GMC PROJECT NO. AMOB2500022

RE: ADDENDUM NO. 1 AND ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

ACKNOWLEDGEMENT OF RECEIPT:

PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.

THEN FAX BACK TO (251) 460-4423 or EMAIL doris.furr@gmcnetwork.com
FOR OUR RECORDS AND TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.

Lane Otto
NAME *(PLEASE PRINT)*

Fairhope Building Company
FIRM *(PLEASE PRINT)*

2/13/26
DATE RECEIVED *(PLEASE PRINT)*

Pages to follow this page _____

GMC

Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, Alabama 36602
T 251.460.4006
F 251.460.4423

FASCIMILE TRANSMITTAL COVER SHEET

DATE: February 19, 2026

TO: Doris Furr

FROM: Planholder

PROJECT: CITY OF FAIRHOPE
WELCOME CENTER ENVELOPE REPAIRS
BID NO. 26-024
PROJECT NO. 2025-PWI 021
GMC PROJECT NO. AMOB250022

RE: ADDENDUM NO. 2 AND ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 2

ACKNOWLEDGEMENT OF RECEIPT:

PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.

THEN FAX BACK TO (251) 460-4423 or EMAIL doris.furr@gmcnetwork.com
FOR OUR RECORDS AND TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.

Lane Otto
NAME *(PLEASE PRINT)*

Fairhope Building Company
FIRM *(PLEASE PRINT)*

2/19/26
DATE RECEIVED *(PLEASE PRINT)*

Pages to follow this page _____

GMC

Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, Alabama 36602
T 251.460.4006
F 251.460.4423

FASCIMILE TRANSMITTAL COVER SHEET

DATE: February 20, 2026

TO: Doris Furr

FROM: Planholder

PROJECT: CITY OF FAIRHOPE
WELCOME CENTER ENVELOPE REPAIRS
BID NO. 26-024
PROJECT NO. 2025-PWI 021
GMC PROJECT NO. AMOB250022

RE: ADDENDUM NO. 3 AND ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 3

ACKNOWLEDGEMENT OF RECEIPT:

PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.

THEN FAX BACK TO (251) 460-4423 or EMAIL doris.furr@gmcnetwork.com
FOR OUR RECORDS AND TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.

Lane Otto
NAME *(PLEASE PRINT)*

Fairhope Building Company
FIRM *(PLEASE PRINT)*

2/20/26
DATE RECEIVED *(PLEASE PRINT)*

Pages to follow this page 2

GMC

Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, Alabama 36602
T 251.460.4006
F 251.460.4423

FASCIMILE TRANSMITTAL COVER SHEET

DATE: February 26, 2026

TO: Doris Furr

FROM: Planholder

PROJECT: CITY OF FAIRHOPE
WELCOME CENTER ENVELOPE REPAIRS
BID NO. 26-024
PROJECT NO. 2025-PWI 021
GMC PROJECT NO. AMOB250022

RE: ADDENDUM NO. 4 AND ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 4

ACKNOWLEDGEMENT OF RECEIPT:

PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.

THEN FAX BACK TO (251) 460-4423 or EMAIL doris.furr@gmcnetwork.com
FOR OUR RECORDS AND TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.

Lane Otto
NAME *(PLEASE PRINT)*

Fairhope Building Company
FIRM *(PLEASE PRINT)*

2/26/26
DATE RECEIVED *(PLEASE PRINT)*

Pages to follow this page _____

ACCOUNTING OF SALES TAX
Form C-3A

TO: CITY OF FOLEY **DATE:** 3/3/26

NAME OF PROJECT: Fairhope Welcome Center

City of Fairhope

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g), the Contractor accounts for the sales tax **NOT** included in the bid proposal form as follows:

BASE BID ESTIMATED SALES TAX $ 11,213

ALTERNATE (Insert key word for Alternate)	ESTIMATED SALES TAX AMOUNT
Alternate No. 1(Door premium. . . . .)	(add)(deduct) $ 5,373
Alternate No. 2(Shutters . . . . .)	(add)(deduct) $ 677
Alternate No. 3(Lights . . . . .)	(add)(deduct) $ 252
Alternate No. 4(Siding . . . . .)	(add)(deduct) $ 3,213
Alternate No. 5(. . . . .)	(add)(deduct) $
Alternate No. 6(. . . . .)	(add)(deduct) $

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Fairhope Building Company, LLC

Mailing Address 116 Fairhope Avenue, Fairhope, AL 36532

* By (Legal Signature) [signature]

* Name (type or print) Nickolas Klarman (Seal)

* Title President

Telephone Number 251-652-5060

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Richard D. Johnson, PE **Department:** Public Works - Engineering

Project Name: 2025-PWI 021 Welcome Center Envelope Project

Project Description: Full remodel& restoration of the City Welcome Center exterior envelope

Project Category: X **Bid** ___ **Professional Service** ___ **Other:** _____

Budget Amount: $500,000.00 in the aggregate **Budget Code:** 001270-50475 Line 20

Budgeted for Current FY: X **Yes** ___ **No**

BID INFORMATION

Bid Duration: Maximum **Project Duration:** Estimated 180 Calendar Days

Engineer of Record: Goodwyn, Mills and Cawood, Inc. - Architects

Pre-Bid Meeting: ___ **No** X **Yes** X **Mandatory** ___ **Non-Mandatory**

Scope of Work Provided By: GMC/RDJ **Contract Extensions:** ___ **No** ___ **Yes**

Project Manager: Richard D. Johnson, PE (Owner Representative)/ B. Rodriguez-Feo, AIA, Architect

Insurance Requirements: ___ **Minimum** X **Maximum**

Bonds: X **Bid** X **Performance** X **Labor & Materials**

Related Bids/RF's RFQ PS25-015

FORCE ACCOUNT INFORMATION

Force Account Project: ___ **No** ___ **Yes** **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: Richard D. Johnson, PE ~~Digitally signed by~~ Richard D. Johnson, PE Date: 2026.01.05 15:47:21 -06'00'

Senior Accountant: Suzanne Doughty

City Treasurer: Kimberly Creech

Mayor: Sherry Sullivan

PRF - Welcome Center Envelope

Final Audit Report 2026-01-06

Created:	2026-01-05
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALkKRwn3xkN56tkvJ90VDha0iL5SBx6hC

"PRF - Welcome Center Envelope" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
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Signature Date: 2026-01-06 - 10:04:26 PM GMT - Time Source: server

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CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-733

FROM:	Richard Johnson, CITY ENGINEER John Thomas, Interim Public Works Director Nicole Love, Grants Coordinator
SUBJECT:	The City Engineer, Richard Johnson, and the Interim Director of Public Works, John Thomas, are requesting to procure a qualified contractor to install a new 6-foot-wide sidewalk on Parker Road. The new sidewalk will run west to east on Parker Road from Scenic Highway 98 to the Eastern Shore Trail, just east of the U.S. 98 and Parker Road intersection.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-016-2023-PWI-013 Construction of New Sidewalk Along Parker Road from Main Street to US-98 to Arrington Curb & Excavation, Inc. for a not-to-exceed amount of $253,313.23.

BACKGROUND INFORMATION:

A service bid was issued on January 16, 2026, posted to the City of Fairhope's website, and published in three (3) statewide newspapers and Gulf Coast Media. Nine (9) responsive bids were received at the bid opening on March 10, 2026 at 10:00 a.m.

The City Engineer recommends the award be made to Arrington Curb & Excavation, Inc. Their low bid price for the project was Two Hundred Fifty-Three Thousand Three Hundred Thirteen Dollars and Twenty-Three Cents ($253,313.23).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
103-55780 Line 10	Capital Projects - Parker Rd Sidewalk	$340,000.00	$253,313.23	$86,686.77

Project No.: 2023PWI013 | Project Expense String: 2023PWI013-CONS

GRANT:

ALDOT Project No. CPRES-0223(253)

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 (Bid No. 26-016-2023-PWI-013) New Sidewalk Along Parker Road from Main Street to US-98 for the City of Fairhope Public Works Department.

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

Please see attached Bid Tabulation for
New Sidewalk Along Parker Road from Main Street to US-98

[3] After evaluating bid proposals with required bid specifications the City Engineer recommends that the award be made to Arrington Curb & Excavation, Inc. with a bid proposal not-to-exceed $253,313.23.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

overstreeteng.com
26148 Capital Drive, Unit D
Daphne, AL 36526
251.444.7150

March 11, 2026

To: City of Fairhope
555 South Section Street
Fairhope, AL 36532

Attn: Mr. Richard Johnson, P.E.

RE: Parker Road Sidewalk Project

Dear Mr. Johnson,

Bids were received for the Parker Road Sidewalk Project at 1000hrs on 10 March 2026. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of nine (9) bids were received on the project. Arrington Curb & Excavation, Inc. submitted the low bid for the project in the amount of $253,313.23. The bid is approximately 25.5% below the Engineer's Opinion of Probable Cost of $340,000.

Overstreet & Associates, PLLC (OA) recommends that after review by city officials, the construction contract for the Parker Road Sidewalk Project be awarded to Arrington Curb & Excavation, Inc.

Please call me at 251-444-7150 or email me at robert.c@overstreeteng.com if you have any questions.

Sincerely,
Overstreet & Associates, PLLC

Robert A. Cummings, P.E., CFM
Senior Project Manager

CITY OF FAIRHOPE
PARKER ROAD SIDEWALKS
Bid Date: 3/10/2026

Bidder	GAINES UTILITY CONSTRUCTION COMPANY, LLC	PL RUSSELL LLC	RH DEAS BUILDING CO, LLC	ARRINGTON CURB & EXCAVATION, INC.	PARTEN SMITH, INC.	KINGDOM CONSTRUCTION GROUP	HUGHES 360 SERVICES LLC	CHRIS BREWER CONTRACTING, INC.	C. THRONTON, INC.
ALBOC License No.									
Bid Bond	X	X	X	X	X	X	X	X	X
Addendum No. 1 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 2 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 3 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 4 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 5 Acknowledgment	X	X	X	X	X	X	X	X	X

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
201A-001	Cleaing and Grubbing	AC	0.25	$ 7,200.00	$ 1,800.00	$ 5,378.16	$ 1,344.54	$ 3,150.00	$ 787.50	$ 6,000.00	$ 1,500.00	$ 10,000.00	$ 2,500.00	$ 10,500.00	$ 2,625.00	$ 12,000.00	$ 3,000.00	$ 10,000.00	$ 2,500.00	$ 12,000.00	$ 3,000.00
206C-000	Removing Concrete Sidewalk	SQYD	80	$ 37.50	$ 3,000.00	$ 24.20	$ 1,936.00	$ 46.25	$ 3,700.00	$ 31.25	$ 2,500.00	$ 15.00	$ 1,200.00	$ 12.00	$ 960.00	$ 35.00	$ 2,800.00	$ 25.00	$ 2,000.00	$ 40.00	$ 3,200.00
206C-002	Removing Slope Paving	SQYD	7	$ 42.85	$ 299.95	$ 40.33	$ 282.31	$ 210.00	$ 1,470.00	$ 214.28	$ 1,499.96	$ 25.00	$ 175.00	$ 15.00	$ 105.00	$ 250.00	$ 1,750.00	$ 25.00	$ 175.00	$ 50.00	$ 350.00
206D-003	Removing Curb and Gutter	LF	40	$ 37.50	$ 1,500.00	$ 24.20	$ 968.00	$ 25.00	$ 1,000.00	$ 29.00	$ 1,160.00	$ 12.00	$ 480.00	$ 15.00	$ 600.00	$ 75.00	$ 3,000.00	$ 15.00	$ 600.00	$ 35.00	$ 1,400.00
209A-000	Mailbox Reset, Single	EACH	1	$ 750.00	$ 750.00	$ 571.03	$ 571.03	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 150.00	$ 150.00	$ 350.00	$ 350.00	$ 750.00	$ 750.00	$ 225.00	$ 225.00	$ 500.00	$ 500.00
210A-000	Unclassified Excavation	CUYD	8	$ 70.00	$ 560.00	$ 28.96	$ 231.68	$ 75.00	$ 600.00	$ 28.00	$ 224.00	$ 100.00	$ 800.00	$ 50.00	$ 400.00	$ 150.00	$ 1,200.00	$ 20.00	$ 160.00	$ 50.00	$ 400.00
517A-000	Bridge and Sidewalk Handrails	LF	48	$ 200.00	$ 9,600.00	$ 122.86	$ 5,897.28	$ 345.00	$ 16,560.00	$ 215.47	$ 10,342.56	$ 187.50	$ 9,000.00	$ 115.00	$ 5,520.00	$ 275.00	$ 13,200.00	$ 188.00	$ 9,024.00	$ 330.00	$ 15,840.00
533A-099	24" Storm Sewer Pipe (Class 3 R.C.)	LF	4	$ 550.00	$ 2,200.00	$ 380.41	$ 1,521.64	$ 185.00	$ 740.00	$ 400.00	$ 1,600.00	$ 200.00	$ 800.00	$ 200.00	$ 800.00	$ 450.00	$ 1,800.00	$ 100.00	$ 400.00	$ 699.00	$ 2,796.00
600A-000	Mobilization	LS	1	$ 13,730.00	$ 13,730.00	$ 47,681.25	$ 47,681.25	$ 15,050.00	$ 15,050.00	$ 15,309.24	$ 15,309.24	$ 13,273.00	$ 13,273.00	$ 35,000.00	$ 35,000.00	$ 12,000.00	$ 12,000.00	$ 26,509.13	$ 26,509.13	$ 20,000.00	$ 20,000.00
618A-000	Concrete Sidewalk, 4" Thick	SQYD	1173	$ 120.00	$ 140,760.00	$ 88.33	$ 103,611.09	$ 75.00	$ 87,975.00	$ 69.48	$ 81,500.04	$ 84.00	$ 98,532.00	$ 115.00	$ 134,895.00	$ 74.00	$ 86,802.00	$ 87.00	$ 102,051.00	$ 88.00	$ 103,224.00
618B-003	Concrete Driveway, 6" Thick (Includes WWF)	SQYD	22	$ 165.00	$ 3,630.00	$ 99.38	$ 2,186.36	$ 130.00	$ 2,860.00	$ 98.00	$ 2,156.00	$ 185.00	$ 4,070.00	$ 116.00	$ 2,552.00	$ 165.00	$ 3,630.00	$ 125.00	$ 2,750.00	$ 94.00	$ 2,068.00
618C-001	Detectable Warning Surface	SQFT	200	$ 48.00	$ 9,600.00	$ 30.44	$ 6,088.00	$ 45.50	$ 9,100.00	$ 28.00	$ 5,600.00	$ 35.00	$ 7,000.00	$ 56.00	$ 11,200.00	$ 40.00	$ 8,000.00	$ 25.00	$ 5,000.00	$ 40.00	$ 8,000.00
618D-000	Curb Ramp	SQYD	27	$ 210.00	$ 5,670.00	$ 274.39	$ 7,408.53	$ 125.00	$ 3,375.00	$ 129.00	$ 3,483.00	$ 125.00	$ 3,375.00	$ 125.00	$ 3,375.00	$ 225.00	$ 6,075.00	$ 350.00	$ 9,450.00	$ 400.00	$ 10,800.00
620A-000	Minor Structure Concrete	CUYD	1	$ 2,500.00	$ 2,500.00	$ 1,443.68	$ 1,443.68	$ 690.50	$ 690.50	$ 250.00	$ 250.00	$ 2,800.00	$ 2,800.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 700.00	$ 700.00	$ 3,000.00	$ 3,000.00
621-030	24" Wingwall	EACH	1	$ 6,000.00	$ 6,000.00	$ 1,455.66	$ 1,455.66	$ 1,255.00	$ 1,255.00	$ 2,400.00	$ 2,400.00	$ 7,200.00	$ 7,200.00	$ 2,500.00	$ 2,500.00	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 4,680.00	$ 4,680.00
623A-000	Concrete Gutter	LF	40	$ 60.00	$ 2,400.00	$ 63.93	$ 2,557.20	$ 50.00	$ 2,000.00	$ 49.00	$ 1,960.00	$ 38.00	$ 1,520.00	$ 42.00	$ 1,680.00	$ 65.00	$ 2,600.00	$ 38.00	$ 1,520.00	$ 45.00	$ 1,800.00
645K-500	Manhole Fame and Cover Reset	EACH	2	$ 1,400.00	$ 2,800.00	$ 1,153.12	$ 2,306.24	$ 1,445.00	$ 2,890.00	$ 2,600.00	$ 5,200.00	$ 1,500.00	$ 3,000.00	$ 2,500.00	$ 5,000.00	$ 1,500.00	$ 3,000.00	$ 1,200.00	$ 2,400.00	$ 1,500.00	$ 3,000.00
650A-000	Topsoil	CUYD	625	$ 36.00	$ 22,500.00	$ 14.33	$ 8,956.25	$ 50.00	$ 31,250.00	$ 8.00	$ 5,000.00	$ 23.00	$ 14,375.00	$ 35.00	$ 21,875.00	$ 32.00	$ 20,000.00	$ 15.00	$ 9,375.00	$ 32.00	$ 20,000.00
654A-000	Solid Sodding	SQYD	2000	$ 8.00	$ 16,000.00	$ 5.70	$ 11,400.00	$ 6.95	$ 13,900.00	$ 6.50	$ 13,000.00	$ 8.00	$ 16,000.00	$ 9.00	$ 18,000.00	$ 9.00	$ 18,000.00	$ 7.50	$ 15,000.00	$ 6.50	$ 13,000.00
665J-002	Silt Fence	LF	1977	$ 3.54	$ 6,998.58	$ 3.10	$ 6,128.70	$ 6.25	$ 12,356.25	$ 8.50	$ 16,804.50	$ 8.00	$ 15,816.00	$ 6.50	$ 12,850.50	$ 5.00	$ 9,885.00	$ 5.00	$ 9,885.00	$ 5.00	$ 9,885.00
665O-001	Silt Fence Removal	LF	1977	$ 0.70	$ 1,383.90	$ 0.50	$ 988.50	$ 4.25	$ 8,402.25	$ 1.00	$ 1,977.00	$ 1.00	$ 1,977.00	$ 0.25	$ 494.25	$ 1.50	$ 2,965.50	$ 1.25	$ 2,471.25	$ 2.00	$ 3,954.00
665Q-002	Wattle	LF	400	$ 4.50	$ 1,800.00	$ 4.50	$ 1,800.00	$ 12.55	$ 5,020.00	$ 20.00	$ 8,000.00	$ 12.00	$ 4,800.00	$ 8.00	$ 3,200.00	$ 9.00	$ 3,600.00	$ 7.50	$ 3,000.00	$ 12.00	$ 4,800.00
666A-000	Pest Control Treatment	ACRE	0.25	$ 3,600.00	$ 900.00	$ 279.24	$ 69.81	$ 1,575.00	$ 393.75	$ 0.04	$ 0.01	$ 4,000.00	$ 1,000.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 500.00	$ 500.00	$ 125.00	$ 300.00	$ 75.00
674A-000	Consrtuction Safety Fence	LF	250	$ 5.60	$ 1,400.00	$ 3.18	$ 795.00	$ 3.00	$ 750.00	$ 2.00	$ 500.00	$ 3.00	$ 750.00	$ 6.00	$ 1,500.00	$ 10.00	$ 2,500.00	$ 3.00	$ 750.00	$ 5.00	$ 1,250.00
680A-001	Geometric Controls	LS	1	$ 4,000.00	$ 4,000.00	$ 8,716.24	$ 8,716.24	$ 13,650.00	$ 13,650.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00
703A-002	Traffic Control Markings, Class 2, Type A	SQFT	3100	$ 5.16	$ 15,996.00	$ 5.58	$ 17,298.00	$ 6.50	$ 20,150.00	$ 5.25	$ 16,275.00	$ 6.25	$ 19,375.00	$ 7.00	$ 21,700.00	$ 5.35	$ 16,585.00	$ 6.00	$ 18,600.00	$ 6.00	$ 18,600.00
711A-000	Roadway Sign Relocation	LS	1	$ 3,000.00	$ 3,000.00	$ 167.54	$ 167.54	$ 190.00	$ 190.00	$ 157.50	$ 157.50	$ 190.00	$ 190.00	$ 350.00	$ 350.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 180.00	$ 180.00
730C-000	Traffic Control Unit	LS	1	$ 9,500.00	$ 9,500.00	$ 16,146.72	$ 16,146.72	$ 19,120.00	$ 19,120.00	$ 15,178.75	$ 15,178.75	$ 22,625.00	$ 22,625.00	$ 20,425.00	$ 20,425.00	$ 7,500.00	$ 7,500.00	$ 20,347.26	$ 20,347.26	$ 17,347.50	$ 17,347.50
730E-000	Pole Foundation	EACH	1	$ 7,000.00	$ 7,000.00	$ 5,083.09	$ 5,083.09	$ 949.75	$ 949.75	$ 4,778.39	$ 4,778.39	$ 5,690.00	$ 5,690.00	$ 6,725.00	$ 6,725.00	$ 4,500.00	$ 4,500.00	$ 5,461.02	$ 5,461.02	$ 5,461.50	$ 5,461.50
730G-003	Signal Poles	EACH	1	$ 11,000.00	$ 11,000.00	$ 2,689.38	$ 2,689.38	$ 9,406.00	$ 9,406.00	$ 2,528.17	$ 2,528.17	$ 3,010.00	$ 3,010.00	$ 3,500.00	$ 3,500.00	$ 5,500.00	$ 5,500.00	$ 2,889.34	$ 2,889.34	$ 2,889.50	$ 2,889.50
730L-005	2" Conduit	LF	15	$ 33.00	$ 495.00	$ 47.11	$ 706.65	$ 20.00	$ 300.00	$ 44.29	$ 664.35	$ 53.00	$ 795.00	$ 50.00	$ 750.00	$ 75.00	$ 1,125.00	$ 51.00	$ 765.00	$ 50.75	$ 761.25
730Q-011	Pedestrian Heads	EACH	2	$ 2,750.00	$ 5,500.00	$ 1,830.13	$ 3,660.26	$ 3,150.00	$ 6,300.00	$ 1,720.43	$ 3,440.86	$ 2,050.00	$ 4,100.00	$ 2,000.00	$ 4,000.00	$ 2,500.00	$ 5,000.00	$ 1,966.20	$ 3,932.40	$ 1,966.50	$ 3,933.00
740B-000	Construction Signs	SQFT	346	$ 18.80	$ 6,504.80	$ 8.94	$ 3,093.24	$ 10.00	$ 3,460.00	$ 8.40	$ 2,906.40	$ 10.00	$ 3,460.00	$ 10.00	$ 3,460.00	$ 10.00	$ 3,460.00	$ 9.60	$ 3,321.60	$ 10.00	$ 3,460.00
740D-000	Channelizing Drums	EACH	44	$ 40.90	$ 1,799.60	$ 42.44	$ 1,867.36	$ 47.75	$ 2,101.00	$ 10.00	$ 440.00	$ 47.50	$ 2,090.00	$ 38.00	$ 1,672.00	$ 55.00	$ 2,420.00	$ 45.60	$ 2,006.40	$ 45.75	$ 2,013.00
740E-000	Cones (36 Inches High)	EACH	44	$ 15.90	$ 699.60	$ 17.87	$ 786.28	$ 46.25	$ 2,035.00	$ 10.00	$ 440.00	$ 20.00	$ 880.00	$ 16.00	$ 704.00	$ 20.00	$ 880.00	$ 20.00	$ 880.00	$ 19.50	$ 858.00
740F-001	Barricades, Type II	EACH	10	$ 100.00	$ 1,000.00	$ 83.77	$ 837.70	$ 95.00	$ 950.00	$ 78.75	$ 787.50	$ 94.00	$ 940.00	$ 75.00	$ 750.00	$ 150.00	$ 1,500.00	$ 90.00	$ 900.00	$ 90.00	$ 900.00
741C-010	Arrow Board	EACH	2	$ 900.00	$ 1,800.00	$ 1,200.00	$ 2,400.00	$ 2,825.00	$ 5,650.00	$ 2,362.50	$ 4,725.00	$ 2,813.00	$ 5,626.00	$ 2,700.00	$ 5,400.00	$ 1,900.00	$ 3,800.00	$ 2,700.00	$ 5,400.00	$ 2,700.00	$ 5,400.00
742A-003	Portable Changeable Message Sign, Type III	EACH	2	$ 1,750.00	$ 3,500.00	$ 2,650.00	$ 5,300.00	$ 6,592.00	$ 13,184.00	$ 5,512.50	$ 11,025.00	$ 6,563.00	$ 13,126.00	$ 6,150.00	$ 12,300.00	$ 8,000.00	$ 16,000.00	$ 6,300.00	$ 12,600.00	$ 6,300.00	$ 12,600.00
	CORRECTED TOTAL BID				$ 329,577.43		$ 286,381.21		$ 319,971.00		$ 253,313.23		$ 300,000.00		$ 357,217.75		$ 289,827.50		$ 296,173.40		$ 315,425.75
	SUBMITTED TOTAL BID				$ 329,583.90		$ 286,381.21		$ 319,971.00		$ 253,313.23		$ 300,000.00		$ 357,217.75		$ 289,827.50		$ 296,173.40		$ 315,425.75

INVITATION TO BID
NO. 26-016-2023-PWI-013
CONSTRUCTION OF NEW SIDEWALK ALONG PARKER ROAD FROM MAIN STREET TO US-98
PROJECT NO. 2023-PWI 013

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

overstreeteng.com
26148 Capital Drive, Unit D
Daphne, AL 36526
251.444.7150

ADDENDUM NO. 1

Date: **Thursday February 5, 2026**

Project Name: **Parker Road Sidewalks - 2026**

Owner: **City of Fairhope**

OA Project No. **1314**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict, unless otherwise noted. This addendum, including all attachments, except those included for informational purposes, shall become part of the Contract and all provisions of the Contract shall apply thereto, the end of this Addendum No. 1, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

Submitted Question:

1. *Are footers, as shown on page 9 required for all sidewalk sections? If not, which sections is it required for? What pay item will it be paid under?*
2. *Is the borrow and unclassified under the sidewalk considered a subsidiary obligation of the sidewalk or will a pay item for borrow and an increase in unclassified materials be added to the summary of quantities?*
3. *Please provide the required thickness of the unclassified and borrow materials to be used under the sidewalk.*
4. *There is a pay item for topsoil but not one for topsoil from stockpile. Adding this pay item could reduce cost of the project.*
5. *Pg 8 of the drawings calls out handrails, however, no pay item is provided. Please provide a pay item for the required handrails.*
6. *Pg 10A provides details for the handrails. The detail specifies the materials required for the sleeves and set screws. The plans do not specify what material is required*

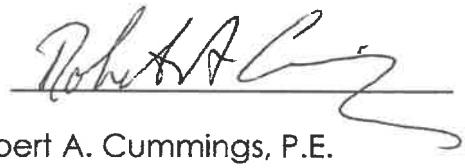
OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

overstreeteng.com
26148 Capital Drive, Unit D
Daphne, AL 36526
251.444.7150

for the handrails. If the handrails are to be aluminum, no painting will be needed. If they are carbon, please specify paint/color requirements for the handrails.

Answers:

1. "Sidewalk Detail" on Sheet 9 is for the sidewalk section through the safety nose only, see note on Sheet 8 follow note to Sheet 9 where you will find the detail for "Sidewalk Section at Safety Nose." This detail refers you to the "Sidewalk Detail" on Sheet 9.
2. Any borrow or unclassified excavation required for the installation of all sidewalks and driveways shall be a subsidiary obligation of their respective pay item(s).
3. In-place materials legend item 2A has been updated to "Compacted Subgrade". See attached revised Sheet 2A.
4. Pay items have been approved and directed by ALDOT. The bidder is encouraged to make any necessary assumptions and provide the best possible bid.
5. Any sidewalk handrails shall be a subsidiary obligation to Pay Item 618A-000.
6. Handrails, posts, rails, baseplates, bolts, nuts, washers, and other fasteners shall be galvanized steel.

By: 

Robert A. Cummings, P.E.
Senior Project Manager

END OF ADDENDUM NO. 1

TYPICAL SECTIONS

NO:	DATE:	REVISIONS DESCRIPTION:	BY

PARKER ROAD
SIDEWALK PROJECT

PREPARED FOR
CITY OF FAIRHOPE
161 NORTH SECTION STREET
FAIRHOPE, AL 36532

PROJECT NO:	1314
DATE:	2/8/26
DRAWN BY:	JHP
CHECKED BY:	RAC

TYPICAL SECTIONS

SHEET NUMBER 1A

File: C:\Users\Jhowe\AppData\Local\Autodesk\Vault Client (2024)\Local Working Folders\Documents\Docs\1314 - Parker Rd Sidewalk\3D Data\Sheets\SHEETS\C1-1314-PARKER ROAD-COVER SHEET.dwg User Name: rcoale Date: 2/8/2026 8:30 AM

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CONSULTING ENGINEERS

overstreeteng.com
26148 Capital Drive, Unit D
Daphne, AL 36526
251.444.7150

ADDENDUM NO. 2

Date: **Wednesday February 11, 2026**

Project Name: **Parker Road Sidewalks - 2026**

Owner: **City of Fairhope**

OA Project No. **1314**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict, unless otherwise noted. This addendum, including all attachments, except those included for informational purposes, shall become part of the Contract and all provisions of the Contract shall apply thereto, the end of this Addendum No. 2, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

Submitted Question:

1. *Regarding the mandatory prebid meeting, the invitation to bid on the new sidewalk along Parker Road calls for a mandatory prebid meeting on Tuesday, February 19th. February 19th is actually a Thursday. Would you please confirm that the prebid meeting is for Thursday, February 19th or Tuesday, February 17th?*

Answers:

1. The mandatory pre-bid shall be held THURSDAY February 19, 2026 AT 10:00 am in the Public Works Conference Room at the City of Fairhope.

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26148 Capital Drive, Unit D
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251.444.7150

By: Robert A Cummings

Robert A. Cummings, P.E.
Senior Project Manager

END OF ADDENDUM NO. 2

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

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26148 Capital Drive, Unit D
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251.444.7150

ADDENDUM NO. 3

Date: **Thursday February 19, 2026**

Project Name: **Parker Road Sidewalks - 2026**

Owner: **City of Fairhope**

OA Project No. **1314**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict, unless otherwise noted. This addendum, including all attachments, except those included for informational purposes, shall become part of the Contract and all provisions of the Contract shall apply thereto, the end of this Addendum No. 2, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

Submitted Questions:

1. *What is engineer's estimate?*
2. *What is the linear footage and location of the handrail?*
3. *Is the contractor or ALDOT the one responsible for modifying signal timing?*

Answers:

1. The Engineer's estimate is $340,000.
2. The handrail location shall remain as shown on Page 8. The linear footage shall be 48 Linear Feet and be paid for under ALDOT Item 517A-000.
3. ALDOT and ALDOT alone shall be the entity responsible for adjusting the traffic signal timing.

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251.444.7150

By: Robert A Cummings

Robert A. Cummings, P.E.
Senior Project Manager

END OF ADDENDUM NO. 3

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

overstreeteng.com
26148 Capital Drive, Unit D
Daphne, AL 36526
251.444.7150

ADDENDUM NO. 4

Date: **Wednesday February 25, 2026**

Project Name: **Parker Road Sidewalks - 2026**

Owner: **City of Fairhope**

OA Project No. **1314**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict, unless otherwise noted. This addendum, including all attachments, except those included for informational purposes, shall become part of the Contract and all provisions of the Contract shall apply thereto, the end of this Addendum No. 4, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

General Comments:

1. Please note that the new bid opening date shall now be 1000hrs 10 March 2026 in the Public Works Utilities Conference Room at the City of Fairhope Public Works Department 555 South Section Street Fairhope, AL 36532.
2. The sign in sheet from the pre-bid is attached.
3. Revised Cost Proposal/Item II Scope of Work is also attached and replaces the previous on in the bid documents.

Submitted Questions:

1. *Is the contractor responsible for pruning/raising tree canopies where branches interfere with sidewalk construction or required clearances?*
2. *What measures are required for protection of tree root systems where the new sidewalk is located within the critical root zone?*

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3. *If excavation within the root zone impacts tree health or stability, how is this to be addressed?*
4. *Are alternative construction methods (e.g., hand excavation, root bridging, sidewalk grade adjustment) anticipated in these areas?*
5. *There is no pay item for 5" sidewalk and it will be required adjacent to all driveways. How will it be paid for?*
6. *There is not a pay item referencing handrails in the plans. Can this be reissued to be listed in the plans?*

Answers:

1. The contractor is not responsible for tree pruning nor raising the canopy of the trees.
2. No tree root protection measures are expected to be undertaken.
3. Install the sidewalk per plan. Cutting of tree roots is expected. Do not cut down the trees; leave the trees in place. Stability of the trees is not expected to be impacted. During the construction phase, the contractor shall coordinate directly with the City Arborist if the vertical stability of any given tree is in question.
4. Within the tree root system, alternative construction methods are indeed expected. The expectation is that mechanical methods may be foregone here to favor use of mechanical hand tool (e.g. Sawzall) to cut tree roots. When in doubt about allowable means and methods during construction in a tree root area, the contractor shall coordinate with the City Arborist.
5. Correct. There is no 5" concrete sidewalk in the plans. All sidewalk shall be 4" in thickness.
6. Please see the revised and attached Page 2A Summary of Quantities.

By: Robert A Cummings

Robert A. Cummings, P.E.
Senior Project Manager

END OF ADDENDUM NO. 4

ITEM II
SCOPE OF WORK

Bid No. 26-016-2023-PWI-013
Construction of New Sidewalk Along Parker Road
From Main Street to US-98
Project No. 2023-PWI 013

SCOPE OF WORK

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
201A-001	Clearing and Grubbing	AC	0.25	4,000.00	1,500,00
206C-000	Removing Concrete Sidewalk	SQYD	80	31.25	2,500.00
206C-002	Removing Slope Paving	SQYD	7	214.28	1,499.96
206D-003	Removing Curb and Gutter	LF	40	29.00	1,160.00
209A-000	Mailbox Reset, Single	EACH	1	500.00	500.00
210A-000	Unclassified Excavation	CUYD	8	28.00	224.00
517A-000	Bridge and Sidewalk Handrails	LF	48	215.47	10,342.56
533A-099	24" Storm Sewer Pipe (Class 3 R.C.)	LF	4	400.00	1,600.00
600A-000	Mobilization	LS	1	15,309.24	15,309.24
618A-000	Concrete Sidewalk, 4" Thick	SQYD	1173	69.48	81,506.04
618B-003	Concrete Driveway, 6" Thick (Includes WWF)	SQYD	22	98.00	2,156.00
618C-001	Detectable Warning Surface	SQFT	200	28.00	5,600.00
618D-000	Curb Ramp	SQYD	27	129.00	3,483.00
620A-000	Minor Structure Concrete	CUYD	1	250.00	250.00
621-030	24" Wingwall	EACH	1	2400.00	2,400.00
623A-000	Concrete Gutter	LF	40	49.00	1,960.00
645K-500	Manhole Fame and Cover Reset	EACH	2	2,600.00	5,200.00
650A-000	Topsoil	CUYD	625	8.00	5,000.00
654A-000	Solid Sodding	SQYD	2000	6.50	13,000.00
665J-002	Silt Fence	LF	1977	8.50	16,804.50
665O-001	Silt Fence Removal	LF	1977	1.00	1,917.00
665Q-002	Wattle	LF	400	20.00	8,000.00
666A-000	Pest Control Treatment	ACRE	0.25	0.04	0.01
674A-000	Construction Safety Fence	LF	250	2.00	500.00
680A-001	Geometric Controls	LS	1	7,500.00	7,500.00
703A-002	Traffic Control Markings, Class 2, Type A	SQFT	3100	5.25	16,275.00
711A-000	Roadway Sign Relocation	LS	1	157.50	157.50
730C-000	Traffic Control Unit	LS	1	15,178.75	15,178.75
730E-000	Pole Foundation	EACH	1	4,778.39	4,778.39

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
730G-003	Signal Poles	EACH	1	2,528.17	2,528.17
730L-005	2" Conduit	LF	15	44.29	664.35
730Q-011	Pedestrian Heads	EACH	2	1,720.43	3,440.86
740B-000	Construction Signs	SQFT	346	8.40	2,906.40
740D-000	Channelizing Drums	EACH	44	10.00	440.00
740E-000	Cones (36 Inches High)	EACH	44	10.00	440.00
740F-001	Barricades, Type II	EACH	10	78.75	787.50
741C-010	Arrow Board	EACH	2	2,362.50	4,725.00
742A-003	Portable Changeable Message Sign, Type III	EACH	2	5,512.50	11,025.00
				BID TOTAL	253,313.23

BID TOTAL WRITTEN AS WORDS:

Two Hundred Fifty Three Thousand Three DOLLARS Twenty three CENT Hundred Thirteen

SUMMARY OF QUANTITIES - PAY ITEMS

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QTY
201A-001	Clearing And Grubbing	AC	0.25
206C-000	Removing Concrete Sidewalk	SQYD	80
206C-002	Remove Slope Paving	SQYD	7
206D-003	Removing Curb and Gutter	LF	40
209A-000	Mailbox Reset, Single	EACH	1
210A-000	Unclassified Excavation	CUYD	8
517A-000	Bridge and Sidewalk Handrails	LF	48
533A-099	24" Storm Sewer Pipe (Class 3 R.C.)	LF	4
600A-000	Mobilization	LS	1
618A-000	Concrete Sidewalk, 4" Thick	SQYD	1173
618B-003	Concrete Driveway, 6" Thick (Includes WWF)	SQYD	22
618C-001	Detectable Warning Surface	SQFT	200
618D-000	Curb Ramp	SQYD	27
620A-000	Minor Structure Concrete	CUYD	1
621-030	24" Wingwall	EACH	1
623A-000	Concrete Gutter	LF	40
645K-500	Manhole Frame and Cover Reset	EACH	2
650A-000	Topsoil	CUYD	625
654A-000	Solid Sodding	SQYD	2000
665J-002	Silt Fence	LF	1977
665O-001	Silt Fence Removal	LF	1977
665Q-002	Wattle	LF	400
666A-000	Pest Control Treatment	ACRE	0.25
674A-000	Construction Safety Fence	LF	250
680A-001	Geometric Controls	LS	1
703A-002	Traffic Control Markings, Class 2, Type A	SQFT	3100
711A-000	Roadway Sign Relocation	LS	1
730C-000	Traffic Control Unit	LS	1
730E-000	Pole Foundation	EACH	1
730G-003	Signal Poles	EACH	1
730L-005	2" Conduit	LF	15
730Q-011	Pedestrian Heads	EACH	2
740B-000	Construction Signs	SQFT	346
740D-000	Channelizing Drums	EACH	44
740E-000	Cones (36 Inches High)	EACH	44
740F-001	Barricades, Type II	EACH	10
741C-010	Arrow Board	EACH	2
742A-003	Portable Changeable Message Sign, Type III	EACH	2

NO:	DATE:	REVISIONS DESCRIPTION:	BY

PARKER ROAD
SIDEWALK PROJECT
PREPARED FOR
CITY OF FAIRHOPE
161 NORTH SECTION STREET
FAIRHOPE, AL 36532

SUMMARY OF QUANTITIES

PROJECT NO:	1314
DATE:	2/23/26
DRAWN BY:	JHP
CHECKED BY:	RAC

SHEET NUMBER: 2A

File: C:\Users\robert.c\OA Engineering\All Team - Documents\docs\1314 - Parker Rd Sidewalk\3d Stuff\DRAFTING\SHEETS\CSA-1314-PARKER ROAD-QUANTITIES.dwg User Name: robert.c Date: 2/23/2026 10:10 AM

ATTENDANCE LIST
Pre-Bid Meeting
PARKER ROAD SIDEWALKS
CITY OF FAIRHOPE
OA PROJECT NO. 1314

February 19, 2026

NAME (PRINT CLEARLY)	REPRESENTING	PHONE	EMAIL
Erin Wolfe	CoF	251-279-6231	erin.wolfe@fairhopeal.gov
John Thomas	COF	251-504-1838	John.thomas@fairhopeal.gov
Rhonda Cunningham	COF	251-990-0118	Rhonda.Cunningham@Fairhopeal.gov
Elliott White	Overstreet	251-648-8655	elliott.w@overstreeteng.com
Nick Riggs	KCG	251-554-7780	spencer@kingdomcg.us
Brad Mehaffey	Parton Smith Inc	251-957-1555	Brad@psinc.biz
JOE REGAN	C. THORNTON INC	251-639-1906	JOEREGAN@CTHORNTONINC.COM
Shannon McIntyre	RH Deas Building	251-229-1925	shannon@rhdeasbuilding.com
CHRIS BREWER	CBC, INC.	251-370-4600	chris@chrisbrewercontracting.c
LEE REACH	INLINE	251-510-4413	LREACH@INLINE.COM
Dustin Castodio	PL Russell	775-846-2584	Dustin@plrussell.com
Evelyn Bodiford	Herrington	251-296-3710	adminasst@herringtoninc.net
Kellie Thornton	VIK Enterprises	251-583-7891	kellie@vikenterprises.com
Nicole Lee	COF	251-517-5011	nicole.lee@fairhopeal.gov
Tyrie Hughes	Hughes 360 Services	251-510-3772	Hughes360services@gmail.com
Jermaine Gaines	Gaines Utility Company	251-586-7501	Jermaine.gaines@gainesutility.com

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251.444.7150

ADDENDUM NO. 5

Date: **Monday March 6, 2026**

Project Name: **Parker Road Sidewalks - 2026**

Owner: **City of Fairhope**

OA Project No. **1314**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict, unless otherwise noted. This addendum, including all attachments, except those included for informational purposes, shall become part of the Contract and all provisions of the Contract shall apply thereto, the end of this Addendum No. 5, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

Submitted Questions:

1. *Can the following pay items to added to the plans?*
    a. *Removal Gutter pay item*
    b. *Traffic Control pay item*
    c. *Removal Concrete Driveway Pay item*
    d. *Borrow Excavation for Sidewalk/ pipe*
    e. *Truncated dome size*
    f. *Polyethylene*
    g. *Removal of concrete slope paving (island)*
    h. *Removal Gravel*
    i. *Agg Surfacing for shaping driveways with rock*

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Answers:

1. The Pay Item list has been reviewed and approved by ALDOT. It is not possible to add Pay Items at this time. If the contractor feels that additional items will be needed to complete the project, those costs shall be included in the Pay Item costs listed in the bid document.

By: Robert A Cummings

Robert A. Cummings, P.E.
Senior Project Manager

END OF ADDENDUM NO. 5

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 45001

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ARRINGTON CURB & EXCAVATION INC

FLOMATON, AL 36441

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

D: DEMOLITION, H/RR-S: EXCAVATION, H/RR-S: FLOOD CONTROL PROJECTS, HS: HIGHWAYS AND STREETS, MU-S: CLEARING AND GRUBBING, MU-S: CURBS AND GUTTERS, MU-S: EROSION CONTROL, MU-S: EXCAVATION, MU-S: METER INSTALLATIONS, MU-S: SIDEWALKS

until **December 31, 2026** when this Certificate expires.

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

225754

30th day of **December, 2025**

Michael B. Tew SECRETARY-TREASURER

Charles T. Carter, Jr. CHAIRMAN

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.:	**26-016-2023-PWI-013**
NAME:	**Construction of New Sidewalk Along Parker Road From Main Street To US-98**
PROJECT NO.:	**2023-PWI 013**

1.02 **SUMMARY**

The City of Fairhope is requesting responses from qualified contractors to provide all material, equipment, labor, incidentals, overhead and profit to install a new 6-foot-wide sidewalk on Parker Road. The new sidewalk will run west to east on Parker Road from Scenic Highway 98 to the Eastern Shore Trail, just east of the U.S. 98 and Parker Road intersection.

1.03 **BID DEADLINE**

Bids will be received until **10:00 A.M. local time, Thursday, February 26, 2026,** at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 **AVAILABILITY OF DOCUMENTS**

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

1.05 **INQUIRIES**

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by **Monday, February 23, 2026, at 5:00 P.M.** local time or will be forever waived.

1.06 **SITE EXAMINATION**

There will be a **MANDATORY** pre-bid meeting on **Tuesday, February 19, 2026, at 10:00 A.M.** local time at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL. This non-mandatory pre-bid meeting will serve as an opportunity for potential bidders to engage project stakeholders, review plans and ask questions.

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

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

1.07 BID SECURITY

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

1.08 PERFORMANCE ASSURANCE AND INSURANCE

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

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

1.09 DURATION OF OFFER

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

1.10 EQUAL OPPORTUNITY

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

1.11 BID SUBMISSION AND PREPARATION

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

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

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

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

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

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

1.12 BID INELIGIBILITY

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

1.13 CONTRACT TIME

The **BIDDER** agrees to provide all material, equipment, labor, incidentals, overhead and profit to install a new 6-foot-wide sidewalk on Parker Road, as described in the project Scope of Work. It is expected that the winning bidder can complete this project in **one-hundred and fifty (150) calendar days**, no exceptions for holidays following a fifteen (15) day Notice to Proceed Period.

1.14 INQUIRIES/ADDENDA

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

Questions or comments pertaining to this bid must be presented in writing, sent via email to Purchasing@FairhopeAL.gov by **Monday, February 23, 2026, at 5:00 P.M.** local time 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.

ALDOT - - 2022 STANDARD BID PACKAGE
Let & Awarded By: Local Public Agency
Source of Funding: Federal Transportation Alternative Project

The attached documents (available in electronic format) are the ALDOT "2022 STANDARD BID PACKAGE" for federally-funded Transportation Alternative projects. There are thirty (30) attachments in a combination of MS Word, MS Excel, and Adobe pdf formats.

The general instructions are: The documents should be assembled in the order in which they are listed below. For the nine (9) documents marked with an asterisk ("*"), follow the directions listed inside the brackets ("[ ]") within each document, and fill in the blanks, etc. Then, **delete the brackets and any included instructions**. "Reformatting" (changing fonts, margins, line spacing's, page numbers/breaks, etc.) of these documents should be avoided, except where absolutely necessary in order to fit in project-specific information. The CONTRACT SCHEDULE may require some spreadsheet manipulation in order to accommodate the number of pay items and alternates (if any) that you have in your project.

File)	Form	
1)	**Title Page**	
2)	**INSTRUCTIONS TO BIDDERS**	
3)	**ALDOT 2022 Standard Bid Package** *(this page)*	
4)	***ADVERTISEMENT** (*"Notice to Contractors"*)	
5)	***PROPOSAL**	
5A)	***CONTRACT SCHEDULE**	(Base Bid Only)
Or		(same file, select appropriate worksheet)
5B)	***CONTRACT SCHEDULE**	(Base Bid plus Add Alternates)
6)	**FEDERAL-AID FUNDED PROJECTS**	
7)	***BID BOND**	
8)	***Special Provisions** (*List of special provisions*)	
	8.1) 22-LPA-0011 (Sections 101, 102, 103, 107, 109, 110)	
	8.2) 22-LPA-002(2) (Section 105: Control of Work)	
	8.3) Equal Employment Opportunity	
	8.4) FHWA-1273 – Revised October 23, 2023	
	8.5) ***(Insert Applicable Davis-Bacon Wage Rates)***	
	8.6>) ***(Insert any special provisions needed for items covered by ALDOT specs)*** The 2022 Current General Application Special Provisions list (accessible on the ALDOT webpage (https://www.dot.state.al.us/publications/Construction/Specifications.html)should be studied to determine if any of those special provisions need to be inserted into the above documents. This will all depend upon what items of work are included in the contract for each specific project. These mostly represent improvements or updates to the existing specs; however, for enhancement projects, we recommend minimizing the number of these special provisions that are included, for the sake of simplicity. An adequately qualified person should look them over to decide just how necessary each one is for your project.	
	8.?>) ***(Insert any special provisions needed for items NOT covered by ALDOT specs)***	
9)	**Form HR-DBE**	(Bidder's List of Quotes, Revised January 2007)
10)	**Form DBE-10**	(ALDOT Form DBE-10, Revised May 2015)
11)	**Form DBE-11**	(ALDOT Form DBE-11, Revised January 2007)
12)	***CONTRACT**	
13)	**AFF ACTION FOR EEO STMT** (*Contractor executes & returns with executed contract*)	
14)	***PERFORMANCE BOND**	(For Performance Of The Work)
15)	***MATERIALS BOND**	(For Payment Of Labor, Materials, Feed-Stuffs Or Supplies)
16)	***CERTIFICATION OF COMPLIANCE WITH BEASON-HAMMON ACT**	

LPA Act - Fed. Funds

CITY OF FAIRHOPE

INVITATION TO BID

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. local time, Thursday, February 26, 2026, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 26-016-2023-PWI-013
Construction of New Sidewalk Along Parker Road
From Main Street to US-98
Public Works Project No. 2023-PWI 013

The City of Fairhope is requesting responses from qualified contractors to provide all material, equipment, labor, incidentals, knowledge, overhead and profit for the installation of 2083 linear feet of concrete sidewalk, and installation of pedestrian signal push button pedestals.

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

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by **Monday, February 23, 2026, at 5:00 P.M.** local time or will be forever waived.

There will be a **MANDATORY** pre-bid meeting on **Tuesday, February 19, 2026, at 10:00 A.M.** local time at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL.

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

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

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

ITEM III
BID RESPONSE FORM

Date: 3 / 10 / 26

Bid No: **26-016-2023-PWI-013**

Project: **Construction of New Sidewalk Along Parker Road from Main Street to US-98**

Bids Due: **Thursday, February 26, 2026, at 10:00 A.M.** local time

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
1	2-5-26	3	2-19-26
2	2-11-26	4	2-25-26
		5	3-6-26

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

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

Witness our hands and seals this 10th day of March, 202 26

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 Arrington Curb & Excavation, Inc.

State of Incorporation Alabama

Company Representative Thomas M Arrington
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address 22676 Hwy 31
Flomaton, AR 36441

Phone Number (251) 296-3276 Fax Number (251) 296-3276

E-mail address tma@arrington inc.net AL Contractor's License No. 45001

Foreign Vendor Id _____

BID PROPOSAL NOTARIZATION:

STATE OF Alabama }

COUNTY OF Escambia }

I, the undersigned authority in and for said State and County, hereby certify that Thomas M Arrington as President respectively, of Arrington Curb & Excavation 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 10th day of March, 2026

NOTARY PUBLIC Evelyn L Bockford

MY COMMISSION EXPIRES 12/19/2027

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 26-016-2023-PWI-013
Construction of New Sidewalk Along Parker Road
From Main Street to US-98
Public Works Project No. 2023-PWI 013

Business Organization

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

Arrington Curbs & Excavation, Inc.

Doing-Business-As Name of CONTRACTOR:

Principal Office Address: 22676 Hwy 31
Foreston AL 36441

LOCAL Telephone Number: 251-296-3276 Toll- Free
LOCAL Fax Number:
Email address: tma@arringtoninc.net
Website:

Form of Business Entity [check one ("X")]
Corporation X
Partnership ___
Individual ___
Joint Venture ___
Other (describe): ___

Corporation Statement
If a corporation, answer the following:
Date of incorporation: 4-24-08
Location of incorporation: Escambia County, Alabama
The corporation is held: Publicly ___
Privately ✓

Partnership Statement
If a partnership, answer the following:
Date of organization: ___
Location of organization: ___
The partnership is: General ___
Limited ___

Joint Venture Statement
If a Joint Venture, answer the following:
Date of organization: ___
Location of organization: ___
JV CONTRACT recorded? Yes ___ No ___

Contact: Thomas M Arrington Email tma@arringtoninc.net
Phone 251-296-3276 Fax 251-296-3276

END OF CONTRACTOR INFORMATION SECTION

ITEM II
SCOPE OF WORK

Bid No. 26-016-2023-PWI-013
Construction of New Sidewalk Along Parker Road
From Main Street to US-98
Project No. 2023-PWI 013

SCOPE OF WORK

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
201A-001	Clearing and Grubbing	AC	0.25		
206C-000	Removing Concrete Sidewalk	SQYD	80		
206C-002	Removing Slope Paving	SQYD	7		
206D-003	Removing Curb and Gutter	LF	40		
209A-000	Mailbox Reset, Single	EACH	1		
210A-000	Unclassified Excavation	CUYD	8		
533A-099	24" Storm Sewer Pipe (Class 3 R.C.)	LF	4		
600A-000	Mobilization	LS	1		
618A-000	Concrete Sidewalk, 4" Thick	SQYD	1173		
618B-003	Concrete Driveway, 6" Thick (Includes WWF)	SQYD	22		
618C-001	Detectable Warning Surface	SQFT	200		
618D-000	Curb Ramp	SQYD	27		
620A-000	Minor Structure Concrete	CUYD	1		
621-030	24" Wingwall	EACH	1		
623A-000	Concrete Gutter	LF	40		
645K-500	Manhole Fame and Cover Reset	EACH	2		
650A-000	Topsoil	CUYD	625		
654A-000	Solid Sodding	SQYD	2000		
665J-002	Silt Fence	LF	1977		
665O-001	Silt Fence Removal	LF	1977		
665Q-002	Wattle	LF	400		
666A-000	Pest Control Treatment	ACRE	0.25		
674A-000	Construction Safety Fence	LF	250		
680A-001	Geometric Controls	LS	1		
703A-002	Traffic Control Markings, Class 2, Type A	SQFT	3100		
711A-000	Roadway Sign Relocation	LS	1		
730C-000	Traffic Control Unit	LS	1		
730E-000	Pole Foundation	EACH	1		
730G-003	Signal Poles	EACH	1		

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
730L-005	2" Conduit	LF	15		
730Q-011	Pedestrian Heads	EACH	2		
740B-000	Construction Signs	SQFT	346		
740D-000	Channelizing Drums	EACH	44		
740E-000	Cones (36 Inches High)	EACH	44		
740F-001	Barricades, Type II	EACH	10		
741C-010	Arrow Board	EACH	2		
742A-003	Portable Changeable Message Sign, Type III	EACH	2		
				BID TOTAL	
BID TOTAL WRITTEN AS WORDS:					
				DOLLARS	CENT

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

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

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on **Page Two of the Proposal Cover Sheet** and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for HighwayConstruction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on **Page Two of the Proposal Cover Sheet**.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/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 proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /X/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /_____/ HAS NOT /X/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

Arrington Curb & Excavation, Inc.

(Partnership, Joint Venture, Corporation or Individual)

By: [signature], President

(Signature of Officer or Individual, as applicable)

By: _____

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

16th day of March, 20 26.

[signature]

NOTARY PUBLIC Exp: 12-19-2027

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

ITEM X
BID BOND INFORMATION

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

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

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

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

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

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

END OF BID BOND INFORMATION

ITEM X

BID BOND

The PRINCIPAL (Bidder's name and address) Arrington Curb & Excavation, Inc
22676 Highway 31
Flomaton, AL 36441

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

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

PROJECT NO. 2023-PWI 013
PROJECT NAME: Construction of New Sidewalk along Parker Road from Main Street to US-98

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 OBIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

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

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

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

SIGNED AND SEALED this 10th day of March, 2026.

ATTEST _____ By _____
Arrington Curb & Excavation, Inc
(Principal (Company)
Thomas M Arrington President
Print Name and Title

SURETY
ATTEST _____
J Wayne Smith, witness

By _____
United Fire & Casualty Company
Surety Company
Tony Truitt, attorney-in-fact
Print Name and Title

CORPORATION

Arrington Curb & Excavation, Inc
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 22676 Highway 31
Flomaton, AL 36441

email adminasst@arringtoninc.net phone 251-296-3276

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

President
(Position or Title)

45601
(General Contractor's License Number)
vendors)

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

Attest: _____
(Secretary)

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

United Fire & Casualty Company
(Name of Surety)

BY: _____
(Attorney in Fact) Tony Truitt, attorney-in-fact

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TONY TRUITT, GAIL W. TRUITT, JOHN H. TRUITT, J. WAYNE SMITH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 29th day of January, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 29th day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10th day of March, 2026.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

SPECIAL PROVISIONS
PROJECT No. 2023-PWI 013
Project Sponsor: _____
MOBILE COUNTY, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first two Special Provisions listed below shall take precedence over the remaining Special Provisions.

	SPECIAL PROVISION	NUMBER
8.1)	General Provisions for Projects let by LPA (with prequalification)	22-LPA-001
8.2)	Acceptance of Projects let by LPA	22-LPA-002(2)
8.3)	Required Contract Provisions for all Federal Aid Projects For Equal Employment Opportunity	22-FH0002-FH0005
8.4)	Form FHWA-1273 (12 pages) Revised October 23, 2023	FHWA-1273
8.5)	Insert Applicable Davis-Bacon Wage Rates	SP 22 -_____

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion therof, has been done.
b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
c. If a newspaper is not published in the county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of the posting of the notice shall be given by the contractor.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published.

In cases where contractors are performing contracts of less than one hundred thousand dollars ($100,000) in amount, the contractor is not required to give notice of completion as stated above.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
   e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
   (1) Ceases to be signatory to a Hometown Plan covering that trade;
   (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
   (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: AL20250104 12/12/2025

Superseded General Decision Number: AL20240104

State: Alabama

Construction Type: Heavy

County: Baldwin County in Alabama.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2025
1	12/12/2025

ENGI0653-013 06/03/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (PIPELINE)		
Backhoe, Excavator, Trackhoe	$ 48.89	18.00
Bulldozer	$ 48.89	18.00

SUAL2015-032 08/02/2017

	Rates	Fringes
CARPENTER, Includes Form Work	$ 19.05	7.86
CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines	$ 13.78	0.00
ELECTRICIAN	$ 19.56	0.00
LABORER: Common or General, Includes Water Sewer Lines	$ 10.00	0.00
LABORER: Pipelayer, Includes Water Sewer Lines	$ 11.95	0.00
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines (Excludes, PIPELINE)	$ 13.56	0.00
OPERATOR: Loader, Includes		

Water Sewer Lines.....$ 17.64 2.14

TRUCK DRIVER: Dump Truck,
Includes Water Sewer Lines.....$ 12.56 2.12

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

HR-DBE
Revised 01-2007

Date: 3-10-26

Letting Date: 3-10-26

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

Providing the listing of quoters in compliance with these provisions shall not be a substitute for the requirements of Subcontractors Fair Practices Act, Chapter 18, Laws of 1988, Sections 13-4-31 through 13-4-43.

BIDDER'S NAME: Arrington Curb & Excavation, Inc **PROJECT NUMBER:** 26-016-2023-PWF-013 **COUNTY:** Baldwin

Quoter's Name	Address	Telephone Number	DBE/Non-DBE
C-It Construction	P.O. Box 2252 Daphne AL	251-973-9500	Non-DBE
Fuling Electrical	5535 Business Parkway Theodore, AL	251-510-4413	Non-DBE
Alabama Pipe	P.O. Box 70 Irvington, AL	251-653-1351	Non-DBE
Brownsville Iron Works	3520 Mobile Hwy Pensacola FL	850-433-0521	Non-DBE

Alabama Department of Transportation
ALDOT Form DBE 10 Instructions

Revised 5-2015

Block Number	Instructions
1.	ALDOT Project Number
2.	County
3.	Region
4.	Prime Contractor For the Project
5.	DBE for this Report
6.	Date of Report
7.	ALDOT Estimate Number
8.	Work Period for this Estimate (Beginning Date - Ending Date)
9.	Description of Work - Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Forms, etc.)
10.	Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11.	Unit Price of Work
12.	Units
13.	Units of Work Accomplished this Period
14.	Amount Performed for this Period (Block 11 times Block 13)
15.	Units Performed to Date
16.	Amount Performed to Date (Block 11 times Block 15)
17.	Comments Pertinent to this DBE-10
18.	Total of Amounts in Block 14
19.	Total of Amounts in Block 16
20.	Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

Submittals:

1) Invoices are required for all supplier and manufacturer credit.
2) Tickets are required for all "Stocking the Plant" hauling.
3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (i.e. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

Notes:

1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

Rev. 5-2015

ALDOT FORM DBE-10

1. Project Number:		2. County:	3. Region:
4. Prime Contractor:		5. DBE:	
6. Date:	7. ALDOT Estimate:	8. Estimate Period: From:	To:

9. Description of Work: (Pay Item No. & Description)		10. Type Firm (C/S/M/BF)	11.Unit Price	12.Units	13. Units Worked	14. Amount Performed this Period	15.Units Performed to Date	16. Amount Performed to Date
Pay Item No.	Item Description							
17. Comments:						18. Total:		19. Total:

20. Signature of Authorized Representative:	Printed Name & Title	Date Signed

Form DBE-11
Revised 1-2007

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

11- DBE 11 Form CAP Sheet

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, Two Thousand _____, by and between the _____ of _____, Alabama, party of the first part (hereinafter called the **Owner**)

(Day) (Month) (Year written in words) (City) (City)

and _____ of _____, party of the second part (hereinafter called the **Contractor**), WITNESSETH:

(Name of Contractor) (Mailing Address)

WHEREAS, the **Owner** desires the construction of _____ (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

[*description of project*]

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar ($1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in the _____ of _____, _____ County, Alabama, known as Federal Aid Project Number _____, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

(City) (city) (County)

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to _____ dollars ($ _____), payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

(Amount written in words) (Amount in numerals)

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made

pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

IN WITNESS WHEREOF, THE _____ (City) OF _____ (city), ALABAMA has caused these presents to be executed by its _____ (Mayor) and _____ (Name of Contractor), the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST: _____ (City) OF _____ (city), ALABAMA,

_____ (City Clerk)

By: _____ (Mayor)

NAME OF CONTRACTOR: _____ (Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____ Contractor's Signature

_____ (Print Name)

_____ Title

(X) _____ Witness's Signature

_____ (Print Name)

_____ Title

By: (X) _____ Contractor's Signature

_____ (Print Name)

_____ Title

(X) _____ Witness's Signature

_____ (Print Name)

_____ Title

By: (X) _____ Contractor's Signature

_____ (Print Name)

_____ Title

(X) _____ Witness's Signature

_____ (Print Name)

_____ Title

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number:_____

County:_____

Contractor:_____

Mailing Address:_____
Street City State Zip

Telephone Number:_____ _____
A.C.

Employer Identification Number:_____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: $_____

Estimated Starting Date:_____ Estimated Completion Date:_____

Signed:_____ Date:_____
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

13- Affirmative Action To Ensure Equal Employment Opportunity

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and, _____, as Surety, are held and firmly bound unto the _____ OF _____, ALABAMA, as Obligee, in the penal sum of _____ Dollars ($_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of _____ in the City of _____, _____ County, Alabama, to-wit: known as Federal Aid Project No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X)_____ (X)_____
Contractor's Signature — Witness's Signature
_____ _____
Title/Address — Title

By: (X)_____ (X)_____
Contractor's Signature — Witness's Signature
_____ _____
Title/Address — Title

By: (X)_____ (X)_____
Contractor's Signature — Witness's Signature
_____ _____
Title/Address — Title

_____
NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

_____ _____
Producer's Name — License No.

_____
Address

NOTICE TO INSURANCE PRODUCER: Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

_____

_____

_____
PRODUCER'S COMPANY

14- PERFORMANCE BOND

BOND

FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and, _____, as Surety, are held and firmly bound unto the _____ OF _____, ALABAMA, as Obligee, in the penal sum of _____ Dollars ($_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of _____ in the City of _____, _____ County, Alabama, to-wit: known as Federal Aid Project No. _____ a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X)_____ (X)_____
Contractor's Signature — Witness's Signature
_____ _____
Title/Address — Title

By: (X)_____ (X)_____
Contractor's Signature — Witness's Signature
_____ _____
Title/Address — Title

By: (X)_____ (X)_____
Contractor's Signature — Witness's Signature
_____ _____
Title/Address — Title

_____
NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

_____ _____
Producer's Name — License No.

_____
Address

NOTICE TO INSURANCE PRODUCER: Please print or write legibly your name and complete address below including PRODUCER'S COMPANY

_____

_____

_____
PRODUCER'S COMPANY

15- MATERIALS BOND fillable

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (*describe by number as subject*):

_____by and between

_____(Contractor/Grantee) and

_____(State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   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 limited to the following:

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   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.

☐ *(a)* The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

☐ *(b)* The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____.

_____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20 _____.

WITNESS: _____

_____

Printed Name of Witness

TECHNICAL SPECIFICATIONS

DIVISION 200
EARTHWORK

SECTION 201
CLEARING AND GRUBBING

201.01 Description.

Clearing and grubbing shall be the removal and disposal of vegetation (trees, shrubs, vines, stumps, roots, etc.) and other objects (trash, refuse, debris, etc.) within designated limits.

201.02 Materials.

Herbicides allowed for use shall be approved by the Department. Only herbicides listed in the ALDOT "Manual for Roadside Vegetation Management" shall be used.

201.03 Construction Requirements.

(a) Control of Erosion and Stormwater Runoff.

The requirements for the control of erosion and stormwater runoff are given in Article 107.21 and Section 665. These requirements shall be implemented prior to the beginning of initial clearing operations.

(b) Work Limits.

The Engineer will designate the location and extent of right of way lines, easement lines and construction limits. Work limits may be designated by the Engineer within right of way lines, easement lines, and construction limits when limited work is required.

The Contractor shall not exceed the maximum limit established for the exposure of erodible material.

(c) Vegetation Designated to Remain Undisturbed.

The Contractor shall not damage vegetation and terrain that the Engineer designates to remain undisturbed. Damage shall be repaired without additional compensation as directed by the Engineer.

(d) Disposal of Materials.

The Contractor shall dispose of all removed materials. The Contractor shall comply with all local, State and Federal laws and ordinances pertaining to disposal.

The Contractor shall submit a plan for the satisfactory disposal of materials. Clearing shall not begin until the Engineer accepts the plan as having sufficient detail. The plan shall include an acceptable means for the treatment of disposal areas so as not to present an unsightly appearance, create a public nuisance or create future maintenance problems for the Department.

The disposal plan shall provide for the satisfactory disposal of biodegradable materials and rubbish within 30 days after accumulation, unless a longer period is authorized in writing by the Engineer, to prevent the infestation of pests.

Disposal by the burning of perishable materials will be permitted only when authorized in accordance with the requirements given in Articles 107.13 and 107.22. Burning will not be allowed on the State right of way unless approved in writing by the Engineer.

Disposal by the indiscriminate dumping of materials, with or without the property owner's consent, is not satisfactory disposal. The Contractor shall obtain written permission from the property owner for any disposal area. A copy of the written permission from the property owner shall be submitted to the Engineer prior to disposal.

The use of mechanical brush clippers or other recycling methods may be considered for approval.

(e) Clearing and Grubbing (Pay Item 201-A).

1. Clearing.

Clearing shall be the removal of vegetation on and above the ground surface within the construction limits.

Clearing shall also be the selective removal (removal designated by the Engineer) of vegetation beyond the construction limits to the limits of the right of way or easement lines.

Trash, refuse and debris shall be removed with the removal of vegetation.

2. Grubbing.

The areas within the limits of construction shall be grubbed as directed by the Engineer and as follows.

- Grubbing within fill areas shall be the complete removal, regardless of depth in the ground, of vegetation and other objects where any part of the vegetation or object is within 1 foot {300 mm} of the ground surface.
- Grubbing outside of actual foundation excavation lines at bridge sites and channel changes shall be limited as directed by the Engineer so that stumps may be left in place to aid in erosion control.
- Grubbing in all other areas within the construction limits shall be the complete removal of vegetation and other objects where any part of the vegetation or object is visible at the ground surface.

3. Clearing and Grubbing at Bridge Construction Sites.

When a pay item is not given on the plans for the clearing and grubbing at bridge construction sites, the Contractor shall clear and grub the entire width of the right of way without extra compensation. Clearing and grubbing shall begin 1 foot {300 mm} before the beginning of any part of a structure (usually the structure wings, end bents or abutments) and shall end 1 foot {300 mm} beyond the end of any part of the structure.

(f) Selective Clearing (Pay Item 201-B).

Selective Clearing shall comply with the requirements shown on the plans and shall be performed as directed by the Engineer.

(g) Clearing (Pay Item 201-C).

1. Required Clearing.

The work of clearing is usually required for the removal of trees, bushes, trash and refuse along the right of way where earthwork will not be required.

Clearing shall be the removal of trees and bushes and possibly the chipping of timber and the spreading of the chips. Any areas where chipping and spreading are allowed or required will be shown on the plans. Clearing shall also be the removal and disposal of trash, refuse and debris.

2. Damage Caused By Removal Operations.

Off-road equipment shall not travel on, be parked on, or operate on the wearing surface of the roadway. The Contractor shall perform the work as directed by the Engineer to minimize the damage done to the existing terrain. Damage to the paved or grassed shoulders shall be repaired by the Contractor without extra compensation. When conditions exist where deep rutting or other grade disturbances are caused by the operation of machinery, work shall cease or alternate methods shall be chosen to complete the work. Any damaged areas shall be repaired at the contractor's expense.

3. Cutting Down Trees.

Where trees cannot be felled without endangering traffic, encroachment on the roadway, injury to other trees, structures, or property, they shall be cut down in sections.

4. Mowing.

Areas that have cross-sectional slopes of 2:1 or flatter shall be mowed to a height of 6 inches {150 mm}(max.) with a rotary type cutter in one continuous operation after trees and underbrush have been removed. Mowing shall be completed prior to the final acceptance of the project.

5. Areas Where the Chipping of Timber and Spreading of Chips Are Required.

Areas where the chipping of timber and spreading the chips is allowed or required will be shown on the plans. Tree trunks, limbs and bushes shall be cut into chips using a chipping machine. The average largest dimension of a chip shall not be greater than 4 inches {100 mm}. The chips shall be loosely dispersed to eliminate any accumulation of a continuous blanket layer. The Contractor shall chip any debris created by the clearing operation and any pre-existing debris, such as dead trees and limbs, to leave the area suitable for mowing.

6. Removal By the End of the Workday.

Tree trunks and limbs 4 inches {100 mm} or greater in diameter shall be removed from the project site, or chipped if required, by the end of the workday on which they are cut.

7. Removal of Stumps.

Stumps shall be removed to the groundline or below. Removal shall be accomplished by cutting or grinding. Additionally, hardwood tree stumps shall be removed to a minimum depth of 1 foot {300 mm} below the ground line or treated with an ALDOT approved dyed herbicide designated for cut stump treatment immediately after cutting or grinding.

201.04 Method of Measurement.

(a) General.

For Pay Item 201-A, the area to be cleared and grubbed will include the entire area within the construction limits, right of way lines and easement lines and will be measured as one lump sum unit. An approximate number of acres {hectares} will be given in the pay item description. There will be no measurement of the clearing and grubbing required at bridge construction sites where there is no pay item for this work shown on the plans.

For Pay Item 201-B, the roadside areas required to be selectively cleared will be measured in acres {hectares}, computed from surface measurements of the area cleared.

For Pay Item 201-C, roadside areas required to be cleared will be measured as one lump sum unit.

(b) Partial Payment (Item 201-A).

The estimated percentage of the total area cleared and grubbed each month will be multiplied by the Contractor's bid price for Item 201-A. These percentage payments will be made each month work is performed on this item until the entire project has been cleared and grubbed.

201.05 Basis of Payment.

(a) Unit Price Coverage.

For Item 201-A, clearing and grubbing will be paid for at the contract unit price which shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete and maintain the work until acceptance of the project. Where the limits of construction are shown on the plans to extend beyond the beginning or end of the project, payment for the clearing and grubbing of these areas shall be included in the contract price.

If the location of the limits of construction, right of way lines, or easement lines result in changes in areas from those shown on the plans, payment will be handled as Extra Work as defined in Article 104.03.

For Item 201-B, selective clearing will be paid for at the contract unit price which shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete and maintain the work until acceptance of the project.

For Item 201-C, clearing will be paid for at the contract unit price which shall be full compensation for cutting, removal of debris, chipping, spreading of chips, bushhogging, herbicide, repairing of damage to the existing ground surface (including blading, topsoil, seeding, etc.), and for furnishing all materials, equipment, tools, labor and incidentals necessary to complete and maintain the work until acceptance of the project.

(b) Payment will be Made Under Item No.:

201-A Clearing & Grubbing (maximum allowable bid $_____ per acre {hectare}) (Approximately _____ acres {hectares}) - per lump sum

201-B Selective Clearing - per acre {hectare}

201-C Clearing - per lump sum

SECTION 206
REMOVAL OF MISCELLANEOUS EXISTING DRAINAGE AND OTHER FACILITIES

206.01 Description.

The work under this Section shall cover the removal, wholly or in part, and the satisfactory salvaging or disposal of miscellaneous facilities and obstructions which will not be permitted to remain within the right of way except those items removed and disposed of under other sections of these specifications. Salvaging of materials for reuse by the State will be required only when such is designated by the plans or proposal; otherwise, the materials shall become the property of the Contractor.

Quantities and limits of this type work indicated on the plans are approximate only, subject to the Engineer's evaluation of the actual site condition.

206.02 Materials.

All new material required shall meet the applicable requirements of Division 800, Materials.

206.03 Construction Requirements.

Each existing bridge or portion thereof requires a removal plan to be submitted to the Construction Bureau prior to starting demolition.

The bridge removal plan shall include the following information:

- Station numbers for the existing bridge to be removed.
- Description of the bridge: number of spans, length and width of bridge, number and types of bridge components.
- Sequence of bridge removal.
- List of equipment to be used including the make, model, number and size.
- List and description/drawings of any proposed temporary encroachments if applicable for removing any bridge components within or over a stream, water body or wetland. Temporary encroachments shall be submitted in accordance with Articles 107.09, 107.23, and applicable plan requirements.
- List of all materials and methods proposed to be used in accordance with the plans and stormwater best management practices to protect to the maximum extent practicable the water quality of the intersecting stream, water body or wetland during the bridge removal.
- Estimated length of time for the bridge removal.
- Plan for final disposition of materials removed.
- Photographs of the existing bridge.

No demolition work can start until the removal plan has been accepted and distributed. The Contractor and the Project Manager shall meet to discuss the removal plan prior to beginning any demolition work.

No existing bridge shall be removed or closed to traffic until satisfactory provisions for the passage of traffic have been made and approved by the Engineer.

When the plans provide for using old bridge substructures or parts of them as permanent parts of a new structure, only those portions shall be removed which are so indicated on the plans.

All portions of existing bridges, including debris, at or just above the mudline of a stream, water body, or wetland shall be removed unless otherwise specified on the plans. Otherwise, all portions of existing bridges may be either removed entirely or broken down to an elevation of at least 3 feet {1 m} below subgrade or natural ground.

During the removal of an existing bridge, no heavy equipment (except as noted above for temporary encroachments) shall be allowed in a stream, water body or wetland. Portions of an existing bridge over a stream, water body or wetland, including any piers/bents within them, shall be removed from the top down utilizing saw cutting or other approved methods which prevent to the maximum extent practicable debris from entering the water. Slurry from any saw cutting operations shall also be contained to the maximum extent practicable.

On navigable waterways, provisions shall also be made for waterway traffic in accordance with U.S. Coast Guard and/or Corps of Engineers, Rules and Regulations. The Coast Guard and Corps of Engineers shall be given notification of the dates and work procedures planned for the removal of existing bridges over navigable waterways. The Contractor shall give this notification at least 21 calendar days prior to the date of the beginning of the removal work.

Use of methods or equipment which might damage completed structures, structures to be retained, or portions of structures, will not be permitted.

Blasting will not be permitted without prior written approval of the Engineer. Blasting, if approved, shall be in accordance with Article 107.11.

Where portions of existing pavement, curb and gutter, walks, and similar items are to remain and join the surface of the new work, they shall be removed to an existing joint or cut off to a neat line with vertical face using saws or other approved equipment that will not damage the retained portion of the work.

Pipe that is not to be salvaged shall be removed or, if concrete, it may be broken up in place.

In removing manholes, inlets, etc., any live sewers connected with them shall be satisfactorily bypassed, rebuilt, and reconnected without additional compensation.

Removing railway or street railway tracks shall include removal of all rails, paving, switches, frogs, guardrails, ties, track, encasement, and other appurtenances. Ballast and concrete foundations shall be included unless otherwise directed.

Removing pipe headwalls shall include removal and disposal of the encased joint of pipe unless otherwise directed.

Rubble shall be removed in accordance with the requirements shown on the plans.

Walls and foundations that are not needed shall be removed to an elevation at least 2 feet {600 mm} below excavation limits in excavation areas, 3 feet {1 m} below subgrade in embankment areas and to ground level or as directed elsewhere.

All trenches and excavations resulting from the removal or breaking down of old culverts or structures shall be filled with suitable materials placed in accordance with Section 210.

Any reinforcing steel to be left in place to serve as dowels or ties shall not be injured by the removal of the concrete. Such dowels or ties shall be cleaned and straightened or bent as required to fit new work.

Removing cable guiderail shall include removal and disposal of all related items (Cables, end anchors, footings, posts, concrete pads, hardware, etc.) associated with the cable guiderail system.

206.04 Disposal of Materials.

(a) Designated Salvable Materials.

1. Where designated on the plans or in the proposal to be salvaged, all sound materials having salvage value shall be carefully removed without undue splitting or breakage and all bolts, nails, etc. shall be removed therefrom. The use of equipment or facilities which might damage members or portions of the structure to be salvaged will not be permitted. The Contractor will be held responsible for any damage due to his negligence in removing salvageable materials, and a sum, fixed by the Engineer as the value of the material so damaged shall be deducted from the Contractor's estimate.

No salvaged material shall be used in the construction of the new work, except where so provided on the plans or in the proposal, The Contractor shall not make temporary use of any materials or parts from old structures without the written permission of the Engineer, and any materials and parts so used shall be left at a designated point at the same site and in substantially the same condition in which they were removed from the old structure.

2. Structural steel, timber, or other salvable materials removed from old structures, unless otherwise specified or directed, shall be stored in a neat and presentable manner on blocking at designated locations within the right of way. Structures or portions thereof which are specified on the plans or in the proposal to be salvaged for reerection shall be stored in separate piles.

Special attention is directed to handling of salvaged bridge materials in that steel superstructures and frames, unless otherwise provided, shall be match marked and dismantled in an approved workmanlike manner and removed carefully so as to avoid damage.

3. Guardrail designated for salvage shall be carefully dismantled in condition for reerection and rail, cable, hardware, and posts stored as directed at accessible points for removal. Cable shall be rolled or spooled in suitable condition for hauling.
4. Cable Guiderail designed for salvage shall be carefully dismantled in condition to be reused and cable, hardware, and posts stored as directed at accessible points for removal or as directed in the plans. Cable shall be rolled rolled or spooled in suitable condition for hauling.

(b) Undesignated Materials.

When the plans or proposal do not provide for the salvaging of materials from existing roadway or bridge structures designated for removal, all materials from such become the property of the Contractor to be removed or disposed of by methods of his selection provided such does not conflict with other requirements of the specifications or will damage any existing work or facilities to be incorporated into the work.

(c) Disposal of Materials off the Right of Way.

Material and debris removed from the right of way shall be disposed of in a manner acceptable to the Engineer. Indiscriminate dumping of these materials on abutting property with or without the owners consent will not be considered satisfactory disposal. The Contractor must comply with all local, State and Federal laws and ordinances pertaining to the type material being disposed of and secure and submit written permission from the property owner for any disposal area. In addition he shall include in the disposal plan an acceptable plan for treatment of the area so as not to present an unsightly appearance, create a public nuisance or incur future maintenance problems for the Department.

206.05 Method of Measurement.

Each old bridge or portion thereof, each box culvert or culvert type structure, exclusive of pipe culverts to be removed and for which direct payment is to be made, will be designated on the plans by its station number and description, and for the purpose of measurement and payment will be considered a complete and separate unit.

The quantity of plain or reinforced concrete pavement, plain or reinforced concrete base, and cement treated base removed, including overlying surface, will be measured and the surface area computed in square yards {square meters}. The quantity of other surfaces and bases removed will be measured by cross sections as unclassified excavation.

Removing concrete or stone curb, combination curb and gutter, gutter and valley gutter, including any overlying surface material, will be measured in linear feet {meters}.

Concrete sidewalk and concrete crosswalk removed as directed will be surface measured and the area computed in square yards {square meters}.

The length of culvert pipe removed will be measured in linear feet {meters}.

The quantity of pipe headwalls, manholes, inlets, and catch basins removed will be the number of separate units.

The Removal of Rubble as described on the plans will be measured as one lump sum unit.

Guardrail removed as directed will be measured in linear feet {meters} along the top of the rail in place between extreme limits of an installation.

Railway track removed will be measured in linear feet {meters} of separate two-rail track. A turnout will be measured as a separate two-rail track beginning at the point of frog. Where rails have previously been removed, removal of the remaining crossties, concrete foundation, and all remaining track appurtenances will not be measured and paid for but considered as a part of clearing and grubbing.

Cable guiderail removal will be measured in linear feet {meter} along the length of the top cable from anchor to anchor. Removal shall include all items associated with the cable guiderail system. No additional costs will be paid for removal of associated items of the cable guiderail system.

206.06 Basis of Payment.

(a) Unit Price Coverage.

When the contract contains a unit price for any pay item listed in this Section, such item will be paid for at the contract unit price, which shall include cutting, removal, excavation and subsequent backfill incident to removal, and furnishing all materials, tools, equipment, labor, and incidentals necessary to complete the work as described. It shall also include necessary and required salvage, preservation, storage on the right of way, or disposal of the materials, all as provided herein.

The unit price for removal of concrete pavement or concrete base shall include removal of any overlying surface.

Payment for removal or partial removal of old bridges at designated stations will be made at the lump sum contract price for each bridge removed or partially removed as specified.

The contract unit price for the Removal of Rubble shall be full compensation for loading, hauling and disposing of the rubble described on the plans.

Payment for removal of all box culverts and culvert type structures will be made at the lump sum contract price for each culvert which shall include removal or partial removal as specified on the plans.

Material required for backfilling structures removed, in excess of overlying material excavated in their removal, will be paid for at the contract unit price for excavation of the classification used.

(b) Payment will be made under Item No.:

206-A Removal of Old Bridge, Station _____ - per lump sum
206-B Removal of Old Box Culvert, Station _____ - per lump sum
206-C Removing ____* - per square yard {square meter}
206-D Removing ____** - per linear foot {meter}
206-E Removing ____*** - per each
206-G Removal of Rubble - per Lump Sum

* Concrete Sidewalk, Concrete Pavement, Concrete Crosswalks, Concrete Bases, etc.
** Pipe, Guardrail, Curb, Curb & Gutter, Railroad Tracks, Cable Guiderail, etc.
*** Headwalls, Inlets, etc.

SECTION 209
MAILBOX RESET

209.01 Description.

This Section shall cover the work of permanently resetting mailboxes required to be removed from their original position inside the right of way.

209.02 Materials.

All new mailboxes and new support materials furnished shall meet the requirements shown on the plans.

The Contractor may re-use existing mailboxes or support materials if approved by the Engineer. Other materials shall be returned to the property owner if requested or disposed of by the Contractor.

209.03 Construction Requirements.

All work shall be done in a workmanlike manner in accordance with the requirements of local codes, ordinances, and U.S. Postal Service Regulations. Any materials lost or rendered unfit for re-use on account of negligence or improper handling by the Contractor shall be replaced by him without additional compensation.

209.04 Method of Measurement.

The number of mailbox reset installations will be the number of each type installation (i.e. single, double, or multiple) permanently reset as directed and accepted. No measurement or direct payment will be made for mailboxes removed only and not reset, or for mailboxes removed and temporarily reset.

209.05 Basis of Payment.

(a) Unit Price Coverage.

The number of mailbox reset installations, measured as above provided, will be paid for at the contract unit price each which shall be payment in full for all excavation, backfilling, resetting mailboxes and providing and installing all necessary mailboxes, hardware and support materials, and for all equipment, tools, materials, and labor necessary to complete the work. Materials required for, and the construction of, the specified turnout will be paid for under other items of work.

(b) Payment will be made under Item No.:

209-A Mailbox Reset, ___*___ - per each

* Specify "Single", "Double", or "Multiple", etc.

SECTION 210
EXCAVATION AND EMBANKMENT

210.01 Description.

The work under this Section shall cover the excavation, hauling, disposal, or compaction of all material not being removed under some other item which is encountered within the limits of the work and is necessary for all construction in accordance with these specifications and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Engineer. All excavation covered in this section will be classified as "Unclassified Excavation", "Muck Excavation", "Channel Excavation", or "Borrow Excavation", as described in this Section.

Attention is directed to the fact that the roadbed must be treated by one of the methods specified in Section 230, 231 or 232 before the placement of an overlying subbase, base, or paving structure will be permitted.

210.02 Materials.

(a) General.

All excavation within the right of way or easement limits will be known as Roadway and Drainage Excavation and will be classified as "Unclassified Excavation", "Muck Excavation" or "Channel Excavation". Excavation outside of the right of way or easement limits will be classified as "Borrow Excavation."

(b) Roadway and Drainage Excavation.

Soils data indicated on the plans is for estimating purposes only and the Department does not guarantee the accuracy thereof. Material designated for removal under embankment areas will be reclassified according to its condition at the time of removal.

1. Unclassified Excavation.

Unclassified Excavation shall consist of the excavation of all materials of whatever character encountered in the work, except Channel Excavation or Muck Excavation when such items are included as separate pay items in the plans or proposal.

2. Channel Excavation.

Channel Excavation shall consist of the excavation, removal, and disposition as noted or directed of all material necessary to provide inlet and outlet ditches or channels for drainage structures in accordance with plan details. However, unless specifically designated by plan details, such excavation will be classified as Unclassified Excavation.

3. Muck Excavation.

Material unsuitable for immediate reuse due to organic content, saturated to the extent it is somewhat fluid, and must be moved by dragline, dredge, or other similar type equipment which operates outside the area being excavated, will be classified as muck.

Unless explicitly authorized otherwise by the Engineer, before material is classified by the Engineer as muck, the Contractor will be required to demonstrate that the material cannot be removed by conventional methods and equipment normally used in the unclassified excavation operation. Conventional equipment includes all types of scrapers and dozers. If no item for Muck Excavation is provided in the plans or proposal, such excavation will be classified as Unclassified Excavation and payment will be made as outlined in Item 210.10(a)1.

(c) Borrow Excavation.

Prior approval of all borrow sources must be given; however, this does not relieve the Contractor from the full responsibility for the quality and quantity of the material used. Materials for borrow shall be in accordance with the following:

1. Embankment.

Materials furnished for embankments above water and below subgrade shall be any stable material which can be compacted to the specified density.

2. Improved Roadbed.

Materials furnished for the improved roadbed shall be any stable material meeting the requirements of Soil Classification A-1, A-2, A-3, or A-4, as determined by AASHTO M 145, within the following limitations.

a. Materials in the A-2 or A-4 Classification shall be submitted to the Central Materials and Tests Soils Laboratory for a Resilient Modulus test. The Resilient Modulus test results will then be evaluated by the Materials and Tests Engineer to determine the suitability for use as Improved Roadbed.
b. Materials of the cherty or float gravel type which have a maximum of 50% passing the Number 8 {2.36 mm} sieve and 100% passing the 4 inch {100 mm} sieve will not be required to conform to the Soil Classification noted above.
c. Industrial waste, a residue from a manufacturing operation, may be used provided the material is taken from "cold" piles which are approved by the Materials and Tests Engineer and the material is broken down by roadway operations or pit operations or crushing methods to allow approximately 100 percent passing the 4 inch {100 mm} sieve. However, isolated oversize particles up to a maximum diameter of 1 inch {25 mm} less than the thickness of the compacted layer may be used, provided such does not exceed 10 percent of the weight {mass} based on 1 square yard {1 m^2}, 6 inches {150 mm} deep. The weight {mass} of 1 square yard {1 m^2} will be calculated on the weight {mass} per cubic foot {cubic meter} of the material. This material shall have a unit weight {mass} of not less than 100 pounds per cubic

foot {1600 kg/m³}, dry as determined by AASHTO T 99, Method "A" or "C", and conform to the following Composition Table:

Composition Sieve	% Passing By Weight {Mass}
4" {100 mm}	100
Liquid Limit (L.L.)	25 Max.
Plasticity Index (P.I.)	6 Max.
CBR	12 Min.

Material meeting this specification will not be required to conform to any Soil Classification noted above.

3. Underwater Backfill Material.

Material for underwater backfill shall be selected sandy material of an A-3 Classification or an approved A-1 or A-2 material of which not more than 15 percent passes the Number 200 {75 µm} sieve. A rocky material that will form a firm foundation when deposited under water may also be acceptable.

4. Underwater Embankment Materials.

Material for underwater embankment shall be secured from quarries designated on the plans or from other approved sources, producing equally satisfactory material. The material shall consist of 1/2 cubic yard {0.5 m³}, and smaller, size stone taken from approved natural rock formations. The material shall be free from earth or other foreign material consisting of predominantly larger size stones. Material to be used for choking or blanketing the surface of the underwater embankment shall be of sandy or fragmentary nature, such as stone spalls or screenings, float gravel, or gravel. Material that will slake or become plastic in water shall not be used as choking material or in the blanket course. NOTE: Certain materials within the roadway excavation limits may be authorized for use as improved roadbed material, underwater backfill, or underwater embankment; however, such authorization shall be in accordance with the provisions of Article 106.08.

210.03 Construction Requirements.

(a) General.

Prior to beginning excavation and embankment operations in any area, all necessary clearing and grubbing of the area shall have been performed in accordance with the provisions of Section 201, Clearing and Grubbing. Grading operations should commence as soon as possible after the beginning of the clearing and grubbing operations. Once grading operations begin, the work shall be continuous towards completing excavation and embankment unless approved otherwise in writing by the Engineer. Exposed erodible cuts and fills shall be final dressed, topsoil shall be placed, and the ground surface shall be stabilized with mulch and permanent seeding. The mulch and permanent seeding shall be placed in vertical increments not exceeding 20 feet {6 m} as the work progresses. Embankments shall be constructed with temporary earth berms to divert runoff to cut slopes or temporary pipe as the work progresses. Final grading and permanent stabilization measures shall be initiated for cut slopes by the end of the next business day of meeting the limits of vertical grading increments or upon suspension or completion of grading operations in a given area. Final grading and permanent stabilizations of embankments shall be initiated by the end of the next business day of reaching subgrade.

Special attention is directed to the requirements given in Section 665 and Sections 652 through 659 pertaining to the establishment of temporary and permanent erosion and sediment control measures.

The excavation and embankment for the work shall be constructed and maintained so as to properly drain and have reasonably smooth and uniform surfaces. The final subgrade elevation and section of both cuts and fills shall be in reasonably close conformity to that specified by the plans or directed (i.e. plus or minus 1 inch {25 mm} from the designated grade and slope elevations). No material shall be wasted without permission of the Engineer. Excavation operations shall be so conducted that material outside of the limits of the slopes will not be disturbed.

Choice of equipment to perform the work shall be that of the Contractor. The type and number of units shall be such as to perform the excavation and embankment operations in conformity with these specifications and secure the density specified. Supplemental equipment shall be furnished as necessary to keep the work properly shaped.

When the Contractor's excavation operations encounter artifacts of historical or archeological significance, the operations shall be temporarily discontinued. When directed by the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow

for their removal. Such excavation, unless otherwise provided, will be considered and paid for as extra work.

Where portions of existing pavement are to remain and join the surface of the new work, they shall be cut to a neat line with a vertical face using saws or other equipment that will not damage the retained portion of the work.

(b) Roadway Excavation.

1. General.

All intersecting roads, approaches, entrances, and driveways shall be graded and completed concurrently with the roadway grading and shall be kept passable at all times. During the grading operation, the area being graded shall be maintained reasonably smooth and well drained. Material used as directed by the Engineer for temporary surface to permit public use of the project will be paid for at the contract unit price of the materials so used. The Contractor shall maintain this temporary surface.

Cuts may be widened and the slopes varied as directed during construction, according to the stability of the material encountered and the need for embankment material; however, benching of backslopes in order to obtain material will not be permitted unless authorized in writing. If widening of a cut is necessary after the backslope is completed, a width sufficient to accommodate normal grading equipment will be allowed. Unauthorized excavation beyond the required slope will not be paid for.

Old roadways within the Right of Way shall be obliterated as directed. Roadway obliteration will be paid for as Unclassified Excavation, unless otherwise designated on the plans.

2. Removal of Topsoil.

Topsoil within the construction limits shall be removed in the areas and to the depth as directed by the Engineer. Topsoil may include sod, but not tall vegetation or other debris, and shall be kept free from subsoil. It shall be stockpiled in approved locations with each stockpile not less than 4 feet {1.2 m} high, and containing not less than 200 hundred cubic yards {150 m^3}. Each stockpile shall be shaped as necessary to permit accurate cross sections. The work of removal and stockpiling of topsoil will be paid for as Unclassified Excavation.

Temporary or permanent seeding, mulching and other erosion control measures shall be applied as directed by the Engineer and will be paid for under the appropriate items of work.

3. Selective Grading.

Certain designated zones or portions of cuts which afford the more suitable soils for roadbed construction shall be reserved as directed for use in forming the upper graded earth layer or layers for embankments or cuts, for backfilling, and for other purposes. Should it become necessary to stockpile selected material for use below the subgrade elevation of the same cut, it may be stockpiled nearby so that the excavated material can be measured for payment for the rehandling.

4. Undercutting.

a. Soil.

Unless noted otherwise on the Plans, cuts in soil shall be undercut 1 foot {300 mm} where improved roadbed is required. Undercut areas shall be further undercut if the Engineer determines that this is necessary for the removal of soft or yielding areas. The areas of increased undercutting shall be shaped to drain, backfilled with a suitable material and uniformly compacted to the density specified for embankment.

The length of a section of undercutting shall be a minimum of 25 feet {7.5 m}.

Areas where improved roadbed is not required shall also be undercut if the Engineer determines that this is necessary for the removal of soft or yielding areas. These areas shall also be shaped to drain, backfilled with suitable material and uniformly compacted to the density specified for embankment.

All depressions in undercut sections shall be cleaned out and provisions shall be made for drainage. The depressions shall be backfilled and compacted with selected materials approved by the Engineer.

Undercutting will be measured and paid for as Unclassified Excavation.

b. Rock.

Cuts in rock shall be undercut 1 foot {300 mm} only where the rock does not extend above the subgrade across the full width of the improved roadbed.

All depressions in cuts in rock shall be cleaned out and provisions shall be made for drainage. The depressions shall be backfilled with a crushed aggregate base material meeting the requirements of Section 825 or a quarry crusher-run material suitable for the intended purpose. The backfill shall be compacted as directed by the Engineer.

There will be no direct payment for the material required to fill depressions made in rock cuts where the depressions resulted from the removal of rock.

5. Excavation and Backfill of Muck.

Excavation and backfill of muck areas shall be performed in a manner, acceptable to the Engineer, that will not permit the entrapment of muck within the backfill. The backfilling of the excavated area shall follow immediately behind the excavation so that any soft material that is pushed ahead of the backfill can be removed. After muck removal, the Contractor shall allow the Engineer adequate time to take all elevations and measurements necessary for determining the volume removed.

Normally, the material used to backfill the excavated muck areas will be selected Unclassified Excavation or Borrow Excavation, Item 210-A or 210-D, as shown on the plans or directed by the Engineer.

When directed in writing by the Engineer, the material used to backfill the excavated muck areas will be Borrow Excavation (Underwater Backfill or Underwater Embankment), Item 210-E or 210-F, meeting the requirements of Subarticle 210.02(c).

Backfill material placed in water shall be so deposited that its weight {mass} will displace and force any remaining muck outward and ahead of the backfill, and prevent trapping of muck pockets. Back-pressure from displaced muck against the toe of the advancing backfill shall be relieved promptly by excavating the displaced muck as fast as it accumulates. Dikes ordered constructed within the right of way limits for controlling the muck will be paid for as Unclassified Excavation.

In addition to the requirements of Article 210.05 for disposal areas, where directed, dikes shall be built (without extra compensation) to keep the deposited muck within the limits of the designated areas and as soon as the surface condition of the deposited material will permit, the Contractor shall remove all visible stumps, roots, logs, and other debris from the waste pile and shall dispose of them as specified in Subarticle 201.03(e) without extra compensation. Before acceptance of the work, all parts of the waste pile shall be drained and dressed to a pleasing and reasonably uniform surface and any necessary erosion control work performed, all as directed by the Engineer.

6. Excavation of Rock.

Unless otherwise shown on the plans, the Contractor shall use the presplitting technique to split the face of the rock cut in a relatively smooth plane along the designated backslope, prior to shooting the interior portion of the cut. Presplitting shall be accomplished by drilling holes at intervals of approximately 1.5 feet {500 mm} to 3 feet {1 m} to the proper depth along the designated slope, loading and stemming such holes with an appropriate light charge of explosive and detonating all holes simultaneously. The Contractor will not be required to presplit on slopes flatter than one to one. In the event the cut is too deep for the presplitting to be done in one operation, an 18 inch {450 mm} offset will be allowed for the subsequent presplitting operations after the initial presplitting and interior blasting.

Any material outside the designated side slopes that has been loosened or shattered by blasting shall be removed to provide a reasonably smooth and uniform slope. No rock shall project more than 1 foot {300 mm} inside the designated slope. Payment will be made for overbreakage and necessary backfill material for a distance not to exceed 1 foot {300 mm} outside the designated slopes or 1 foot {300 mm} below the designated elevation for undercutting; however, where presplitting is required, no overbreakage on side slopes will be paid.

All overbreakage in excess of the noted limits shall be removed and necessary backfill performed by the Contractor without additional compensation.

When authorized in writing, rock from roadway excavation may be used under other sections of the Specifications. In such event, payment will be made under the appropriate Section for which the rock is so used, and as provided in Section 106 for the replacement of materials for use in the embankment.

All rock that is not required for other construction shall be placed in embankment, insofar as possible, in accordance with the provisions for embankments. Large rock or boulders that cannot be used in embankment shall be disposed of by the Contractor.

7. Benching.

In cuts where unstable soil conditions occur, the plans may designate or the Engineer may direct the use of benching. The benching shall be accomplished by suitable drilling and blasting equipment when so directed. This benching will be measured and paid for as Unclassified Excavation.

Benching may also be ordered to provide a more stable foundation for heavy embankment. Benching shall be accomplished by excavating horizontally along the hillside down to or into rock or other suitable undisturbed foundation material, forming a series of stepped benches. Each bench shall be in excavation for its entire width. The benches generally shall parallel contour lines. They shall be constructed at least 10 feet {3 m} wide and may be required to be wider for better support of embankment. Benching of embankment will be measured and paid for as Unclassified Excavation only if it is required to be loaded onto equipment and hauled to another location.

(c) Borrow Excavation.

All stumps, logs, brush, roots, and other debris resulting from clearing and grubbing work in borrow pits shall be removed and disposed of as specified in Subarticle 201.03(e). No separate payment will be allowed for this operation.

Material unsuitable for use in the work shall be disposed of in a satisfactory manner and the amount of such deducted or eliminated from quantities measured for pay purposes.

All borrow areas shall be bladed and left in such shape as to permit accurate measurements after excavating has been completed. The Contractor shall notify the Engineer in sufficient time before beginning excavation so that the necessary cross sections may be taken. The finished borrow areas shall be left in a condition satisfactory to the Engineer and the property owner. Attention is directed to Subarticle 106.01(b) for conditions governing local pit operations.

The selection of areas of the source for use and sequence of excavation shall be as directed by the Engineer in order that material of the best available gradation and soil characteristics may be secured.

(d) Embankment.

1. General.

Only suitable, approved materials shall be used in the work. The Engineer shall be the sole judge of the suitability of materials and may require such selection of materials as may be necessary to insure a satisfactory embankment. Sandy or rocky materials available shall be used to the extent practical across wet areas to form a floor for supporting the required embankment.

After clearing and grubbing of the embankment areas is complete, all cavities and irregularities shall be enlarged to permit use of compaction equipment, backfilling and compacted as required. Foundation preparation shall consist of the work required to provide a stable foundation for the embankment. This may consist of undercutting and backfilling, flooring sufficient to support equipment, or other work as may be directed. Foundation preparation and compaction will be as directed by the Engineer.

Where embankment is to be placed on old concrete pavements or pavements having concrete bases, the treatment of the old concrete shall be as specified on the plans. Where embankment is to be placed on any other type of roadway pavement or surface, the existing pavement or surface shall be scarified to the extent necessary to provide ample bond between old and new material.

2. Embankment Formation.

Rocks, broken concrete, or other solid materials shall not be placed in embankment areas where piling is to be placed or driven.

Roadway embankment of earth material shall be placed in reasonably uniform layers not exceeding 8 inches {200 mm} (loose measurement) and, insofar as practical, the full width of the embankment section. Each layer shall be compacted as specified before the next overlying layer is placed. Care shall be taken during the compaction operations so that uniform density is obtained.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the thickness prescribed without crushing, pulverizing, or further breaking down of the pieces resulting from excavation methods, such material may be placed in the embankment as directed in layers not exceeding 2 feet {600 mm} in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments or earth. These type lifts shall not be constructed above an elevation of two feet {600 mm} below the finished subgrade. The balance of the embankment shall be composed of suitable material (no material larger than 4 inches {100 mm}) smoothed and placed in layers not exceeding 8 inches {200 mm} in loose thickness and compacted as specified for embankments.

Placing of large stones, up to two-thirds the remaining embankment height at the point of placement, will be allowed provided they are spaced so as to permit free access of proper equipment to compact the intervening fill in normal layers. Other large stones may be placed on fill slopes as directed.

When new embankment is to be placed against existing embankments, or when embankment is built one-half width at a time and slopes are steeper than 4:1 {1:4} when measured at right angles to the embankment, the old embankment shall be continuously benched and the new work brought up in layers. Benching shall be of sufficient width to permit operations of placing and compacting equipment, but in no case less than 6 feet {2 m}. Material thus cut out shall be recompacted along with the new embankment material at the Contractor's expense.

Underwater backfill and underwater embankment shall be deposited in one layer for the full width of the embankment, or as directed, to the elevation designated on the plans or directed. In the formation of underwater embankment, the rock shall be fully choked with a blanket of approved choking material before placement of the remaining embankment.

Embankment over, under, and around structures (pipes, culverts, arches, bridges and like), except pipes and arches 48 inches {1200 mm} or less in diameter, shall be selected embankment material placed and compacted or tamped as noted herein in a manner and by methods that will avoid unbalanced loading, cause movement, or place undue strain on any structure. Attention is directed to Section 530 for pipes and arches 48 inches {1200 mm} or less in diameter. The Contractor shall be solely responsible for protecting the structures and any damage to any part of a structure due to not providing proper protection shall be cause for ordering its replacement without additional compensation.

3. Embankment Compaction.

Layers of embankment shall be compacted as specified in Subarticle 306.03(b). Strict moisture control will not be required; however, it will be the Contractor's responsibility to maintain the moisture content necessary to satisfactorily compact the material. Compaction in a semi-dry condition will not be permitted.

Where improved roadbed design is specified, the layers up to the bottom of the improved roadbed shall be compacted as noted above and finished true to required line, grade, and cross section. The improved roadbed layers shall then be constructed as provided in Article 230.03.

Where improved roadbed design is not specified, the embankment layers shall be continued up to subgrade elevation with the same compaction requirement as noted herein. Just before placing a subbase or other material on this graded earth roadbed, the top 6 inches {150 mm} shall be reconstructed as provided in Subarticle 230.03(c) of these specifications.

No compaction or density test will be required for underwater embankment or underwater backfill.

210.04 Use of Materials.

All suitable materials removed from the Roadway Excavation shall be used, insofar as practicable, in the formation of the embankment, roadbed, base layers, shoulders, slopes, bedding, and backfill for culverts, and for such other purposes and places as directed. Suitable materials shall be defined as those suitable for any of the above listed uses.

No excavated material shall be wasted unless permitted in writing by the Engineer but shall be used uniformly to widen embankments, to adjust grades, to flatten slopes, or shall be deposited in such places and for such other purposes as may be directed. Such material shall be handled as follows:

1. Suitable Material.

Suitable material shall be used at the time of excavation for any of the purposes outlined herein in this Article. It is not intended to stockpile suitable material unless ordered in writing by the Engineer. Payment for second handling will be made only when reused from stockpiles previously ordered by the Engineer.

2. Unsuitable Material.

Unsuitable material that cannot be used at the time of excavation may, at the option of the Contractor, be temporarily stockpiled within the right-of-way, or the Contractor may make written request for disposal as waste in an approved area on or off the right-of-way. Payment for the second handling of stockpiled unsuitable material will be made only when ordered in writing for use by the Engineer for a specific pay item. The remainder of the stockpiled material may be used to widen embankments, flatten slopes, etc. as allowed by the Engineer, with no payment for the second

handling, or shall otherwise be disposed of off the right-of-way with no payment for the second handling.

No payment will be made for the second handling of unsuitable material deposited outside the construction limits at the time of excavation and later spread onto a fill slope, etc. by use of a dozer or similar equipment.

3. Channel Excavation.

Channel Excavation shall be used to fill old channels, in the construction of embankments, the flattening of slopes, or shall be disposed of as approved by the Engineer. If permitted by the Engineer, waste channel excavation may be spread in uniform layers, neatly leveled, shaped, and grassed with sufficient openings provided to permit surface drainage of adjacent lands; however, in no case will waste material piles be permitted to remain within 10 feet {3 m} of the edge of any ditch, channel, or cut. No payment will be made for any necessary rehandling of Channel Excavation material unless ordered for use by the Engineer from stockpiles for a specific pay item.

210.05 Disposal Areas for Surplus Material.

If no disposal areas are shown on the plans, the Contractor shall provide at his own expense disposal areas and submit along with the permission of the property owner a plan for treatment of the area which is acceptable to the Engineer. Said plan shall provide for dressing, grassing, or other treatment to avoid unsightly appearance and not create a public nuisance or incur future maintenance problems.

Disposal areas will not, in general, require clearing and grubbing or compaction of the waste pile; however, if clearing and grubbing or compaction is required, such will be designated by plan details or in the proposal.

Reference is made to Item (f) of paragraph 3 of Article 107.13 concerning handling of waste material and treatment of areas.

210.06 Finishing and Dressing.

All the completed work shall be dressed and maintained substantially to the lines, grades, and cross sections shown on the plans or as directed by the Engineer. Slopes shall be shaped, rounded, finished, or trimmed in a neat workmanlike manner to conform to the slope lines shown on the plans or as modified by the Engineer. Care shall be exercised that no material be loosened beyond the required slopes.

Compensation for all such finishing and dressing shall be included in the contract unit prices and no direct payment will be made for this work.

210.07 Erosion Control.

The Contractor shall incorporate into the work all permanent erosion control features provided in the contract at the earliest practical date. In addition, temporary erosion control features may be ordered by the Engineer to facilitate protection until the permanent control features can be installed. Stockpiles shall be located away from stormwater conveyance and outside areas having a potential to flood during a local 2-year, 24-hour storm event. Stockpiles shall have a sediment barrier installed along all downgradient areas. Temporary and permanent erosion control features shall be initiated by the end of the next business day, following the day when construction activities will temporarily cease for more than 7 days or permanently cease. Particular attention is directed to Section 665 and Article 107.21 of these Specifications.

210.08 Blank.

210.09 Method of Measurement.

(a) General.

Measurement for all accepted Excavation, except for Borrow Excavation for Underwater Embankment, will be either by the cubic yard {cubic meter} of the material in its original position computed from cross sections by the average end area method or per ton {metric ton} as specified by the unit measure of the pay item.

Measurement for Borrow Excavation for Underwater Embankment will be either by the ton {metric ton} or by the cubic yard {cubic meter}, loose volume, of the material in the hauling vehicle at the point of use as specified by the unit measure of the pay item.

Embankment will not be measured for payment. All of the operations required for embankment formation described herein shall be considered necessary work incidental to and for which compensation is included in the contract unit prices for the pay items of the materials composing the embankment.

Muck excavation as described in Subarticle 210.03(b) will require the use of the following modified cross section and average end area method. The volume will be measured between theoretical vertical side slopes, a station or substation at a time, immediately after completion of muck excavation and before backfill is placed. No measurement or allowance will be made for necessary excavation of material for sloughing, subsidence, flattening sides, slumps, or rehandling materials or for shaping and dressing disposal areas. The sloughing, subsidence, flattening, or slump of side slopes in muck will not be classed as slides.

(b) Measurement Limitations.

Measurement of pay quantities will not include any excavated material used for purposes other than those designated except as provided under Article 106.08. Where material has been excavated beyond the designated slope line and wasted, the unauthorized wasted material will be measured and deducted from the excavation quantities. Any material excavated prior to the staking out and cross sectioning of the borrow sources by the Engineer, or in excess of that ordered for the work, will not be included in the quantity measured for payment. If the Contractor places more borrow than is necessary, thereby causing a waste of excavation, the amount of such waste will be deducted from the borrow excavation as measured in the borrow source. When a borrow area is adjacent to the right of way, the dividing line between unclassified excavation and borrow excavation shall be either a vertical plane through the right of way line or the proposed backslope as shown on the plans, whichever is most economically advantageous to the State.

210.10 Basis of Payment.

(a) Unit Price Coverage.

1. Roadway and Drainage Excavation.

The accepted volume of Unclassified Excavation - Item No. 210-A, Channel Excavation - Item 210-B, and Muck Excavation - Item No. 210-C, when provided in the plans or proposal, measured as provided above, will be paid for at the contract unit prices bid for these items which shall be payment in full for: excavation; disposal of surplus and unsuitable materials (see Articles 210.04 and 210.05); hauling; formation and compaction of embankment; preparation and completion of subgrade and shoulders except when this work is included in other pay items; the completion of all cuts, embankments, and channel excavation to conform to the lines, grades, and cross section indicated on the plans or otherwise directed; and the completion of the roadway together with its appurtenances of intersecting roads, streets, driveways, approaches, temporary drainage facilities, and other related incidental work for which the proposal contains no contract unit prices. The said contract unit prices for the excavation item shall be payment in full for all equipment, tools, labor, and incidentals necessary to complete the work.

If no contract items for Channel Excavation and/or Muck Excavation are provided, such work will be paid for as Unclassified Excavation.

Exceptions to the above will be made in the event of the following:

a. If a backslope already completed and dressed is destroyed by a slide, or if the Engineer orders additional material taken from a completed and dressed backslope, any redressing required will be paid for as provided in Article 104.03.
b. If a slide occurs after completion of the subgrade to line and grade or during subsequent work in the immediate area and is of such nature and extent that the Engineer, in order to avoid damage to the previous work, directs its removal, and such requires equipment other than equipment normal to the project, an adjustment in price may be made. However, in no case shall such increase exceed 25 percent of the unclassified excavation contract unit price.
c. If no item for Muck Excavation is provided in the plans or proposal, such excavation will be classified as Unclassified Excavation and payment will be made at two times the unit bid price for Unclassified Excavation.

2. BORROW EXCAVATION.

The accepted volume of Borrow material designated under Items 210-D, 210-E and 210-F, measured as noted above, will be paid for at the contract unit price bid for the items, which shall be payment in full for the royalty and other expenses incidental to procurement, construction and maintenance of haul roads, clearing and grubbing, stripping, excavating, loading, hauling, source moves, dumping, spreading, and also for formation and compaction of embankment, trimming slopes, disposing of surplus materials, preparation and completion of subgrade, shoulders, and intersecting roadways and furnishing of all equipment, labor and incidentals necessary to complete the work. This

pay item also includes any necessary work as may be required by the Engineer or Owner in the final dressing of the pit, including grassing or other landscape work.

(b) Blank.

(c) Payment will be made under Item No.:

210-A Unclassified Excavation - per cubic yard {cubic meter}
210-B Channel Excavation - per cubic yard {cubic meter}
210-C Muck Excavation - per cubic yard {cubic meter}
210-D Borrow Excavation - per cubic yard {cubic meter}
210-E Borrow Excavation(Underwater __*) - per cubic yard {cubic meter}
210-F Borrow Excavation(Underwater __*) - per ton {metric ton}
* Specify either Backfill or Embankment.

SECTION 533
STORM SEWERS

533.01 Description.

This Section shall cover the work of furnishing and constructing storm sewers of the kind, strength, and size pipe provided in the proposal, in accordance with the requirements of these specifications and installing such sewers at the locations shown on the plans or designated and in conformity with established lines and grades. These items shall also include the furnishing and construction of such joints, necessary cutting and connections to other pipe, catch basins, endwalls, etc., as may be required to complete the work shown on the plans or directed.

533.02 Materials.

(a) General.

Materials furnished for use shall conform to the appropriate provisions of Division 800, Materials, with specific reference made to Section 854.

(b) Abbreviations:

Concrete Pipe	P.C. for plain concrete R.C. for reinforced concrete
Corrugated Metal	C.M. for any acceptable corrugated metal pipe covered by these specifications
Protective Coating	C. for any protective coating of metal pipe allowed by these specifications
Paved Invert	P.I.
Corrugated Steel	C.S. for Plain Corrugated Steel C.C.S. for Coated Corrugated Steel C.C.S.P.I. for Coated C.S. Paved Invert
Corrugated Aluminum	C.A. for Plain Corrugated Aluminum C.C.A. for Coated C.A. C.C.A.P.I. for Coated C.A. Paved Invert
Smooth Lined	S.L. for Smooth Lined C.S.L.C.M. for Coated, Smooth Lined Corrugated Metal C.S.L.C.S. for Coated, Smooth Lined Corrugated Steel C.S.L.C.A. for Coated, Smooth Lined Corrugated Aluminum
Smooth Flow	S.F. for Smooth Flow C.S.F.C.M. for Coated, Smooth Flow Corrugated Metal C.S.F.C.S. for Coated, Smooth Flow Corrugated Steel C.S.F.C.A. for Coated, Smooth Flow Corrugated Aluminum
Concrete Lined	C.L. C.C.L.C.S. for Coated C.L. Corrugated Steel
Vitrified Clay	V.C. for Vitrified Clay
High Density Polyethylene	HDPE for High Density Polyethylene
High Performance Polypropylene	PP for High Performance Polypropylene

(c) Optional Types of Pipes

Provided a specific type of pipe is not specified by the plans or proposal, the Contractor will be permitted to install any of the optional types of pipe herein. Substitutions will only be allowed with hydraulically equivalent pipes. The hydraulic equivalence of optional types of pipes will be shown on the plans. Optional types of pipe shall meet the following criteria:

Diameters less than or equal to 24 inches {600 mm} - P.C.; V.C.; Class 1 C.S.L.C.M.; 16 gage {1.6 mm} C.S.F.C.M.; 16 gage {1.6 mm} C.C.L.C.S., P.V.C.; or HDPE.

Diameters greater than24 inches {600 mm} - Class 2 R.C.; Class 2 C.S.L.C.M.; 14 gage {2.0 mm} C.S.F.C.M.; 14 gage {2.0 mm} C.C.L.C.S.; P.V.C. or HDPE, or PP (HDPE and PP up to 36 inches {900 mm} diameter) with a minimum of 24 inches {600 mm} of cover, and a maximum of 25 feet {7.5 m} fill height . Any storm sewer pipe to be placed under a roadway or subject to continuous traffic shall be not less than a Class 3 R.C., or equivalent strength C.S.L.C.M., C.S.F.C.M., or C.C.L.C.S. Pipe. The fill height charts on the plans for roadway pipe shall be used to determine strengths or equivalent strengths for storm sewer pipe.

All smooth flow pipe 48 inches {1200 mm} or larger in diameter shall be shop elongated.

The Contractor may furnish a higher grade pipe than those specified above or, with written approval, a cast iron or ductile iron pipe meeting the appropriate requirements of Section 854, provided no additional cost is incurred by the Department for such substitution. Any installation, once started, shall be completed using the same type of pipe unless specifically designated otherwise by plan details or requested and approved in writing.

533.03 Construction Requirements.

(a) General Methods.

Pipe shall not be laid except in the presence of the Engineer or Inspector and shall not be covered until approved.

Any sewer line placed under a roadway or subject to continuous traffic shall be placed in accordance with the appropriate provisions of Article 530.03.

(b) Excavation and Foundation.

1. Excavation.

The trench shall be excavated beginning at the outlet end and proceeding upgrade, true to the established line and grade. Tunneling will not be permitted unless authorized in writing. The removal of trees or other obstructions encountered necessary for the construction of the work shall be done by the Contractor without extra compensation. Trenches shall be properly sheeted and braced wherever needed. Unless otherwise directed, the trench shall be of the size, within the limits, provided by Subarticle 214.04(a).

2. Foundation.

If deemed necessary, foundation backfill as provided by Article 214.02 shall be used. The foundation in the trench shall be so formed and treated as to prevent subsequent settlement. If the foundation is in rock, foundation backfill consisting of a 12 inch {300 mm} cushion of well compacted sand, fine gravel, slag, broken stone, or other approved material shall be placed upon the rock. If the excavation has been made deeper than necessary, proper bearing shall be secured by means of a layer of fine gravel, or other suitable material. In all cases recesses shall be formed to receive the bell or hub, so that the full length of the pipe barrel will rest on the trench bottom.

(c) Laying Pipe.

1. General.

The laying of pipes in finished trenches shall be started at the outlet end and proceed upgrade so that the spigot or groove ends point in the direction of flow. All pipes shall be laid with ends abutting and with not more than 1 inch {25 mm} variation from established alignment at the vertical centerline or from grade at the flow line. The bottom of the trench shall be shaped accurately to the outside surface of the pipe for a depth at least 0.10 times the outside diameter. Pipes shall be fitted and matched so that when laid in the work they will form a sewer with a smooth, uniform invert. Hubs or bells shall be carefully cleaned before pipes are lowered into the trenches. Pipe shall be so lowered as to avoid damage and unnecessary handling in the trench.

2. Sealing Joints.

Unless otherwise directed, all joints shall be sealed as specified in Item 530.03(d)3 for the entire circumference of the pipe. PVC pipe joints may be thermally fused if installed according to the pipe manufacturer's recommendations. Trenches shall be kept free from water until mortar in the joints and masonry has hardened. Walking or working on or over the completed pipe line, except such as is necessary for tamping or backfilling, will not be permitted until at least 3 feet {1 m} of backfill is in place over the pipe.

(d) Backfilling.

1. Material.

All trenches and excavations shall be backfilled with approved natural soil or, if directed or provided by the plans, with foundation backfill material after the sewer pipe is laid therein, unless otherwise specified.

2. Methods.

Backfilling shall not begin until mortar joints have cured or until backfilling is authorized by the Engineer. The material shall be carefully deposited simultaneously on both sides of the pipe in uniform layers not to exceed 6 inches {150 mm} in compacted thickness, solidly tamped or rammed with proper tools so as not to injure or disturb the pipe. If stone, gravel, or slag is provided or specified as backfilling, the sewer pipe shall be covered with clean gravel or broken stone or slag placed around and above it to a height of not less than 4 inches {100 mm} above the upper surface of the pipe. The remainder of the trench shall then be backfilled with the excavated material. The Contractor shall restore all roadways or crossings, which are disturbed by the placing of sewers, to their original condition and shall replace all surface material and all paving, macadam, sidewalk, sod, or other surface disturbed, furnishing all the new material necessary without extra compensation, except as herein provided. Whenever excavation is made for installing sewer pipe across private property, the topsoil disturbed by excavation operations shall be replaced as nearly as possible in its original position.

Bedding, placing, and backfilling of storm sewers within roadway limits shall be as provided in Section 530, using the type and strength of pipe specified on the plans.

3. Compaction and Density.

Compaction and density requirements shall meet that specified by Article 530.03. Ramming of material over, around, and to within 1 foot {300 mm} above the top of the sewer shall be done by careful use of approved mechanical tampers.

4. Clean Up.

After completing the backfill, the Contractor shall immediately remove all surplus material, dirt, rubbish, and all tools and other equipment or material, leaving the entire site and the whole area involved in the construction operations in a neat and presentable condition. All pipe lines shall be thoroughly cleaned out prior to final acceptance.

(e) Testing For Excessive Deformation in P.V.C., HDPE, and PP Pipe.

P.V.C. HDPE, and PP pipe shall be tested for excessive deformation. The test shall be performed by the Contractor in the presence of the Engineer. Testing shall be conducted no fewer than 30 days after the completion of the compaction of all fill over the pipe.

The Contractor shall conduct the test by pulling a nine point mandrel through the entire length of the pipe by hand.

The mandrel shall meet the following requirements:

- It shall be made of steel or aluminum;
- It shall have an effective diameter of 95 % of the nominal inside diameter of the pipe;
- It shall be at least as long as the diameter of the pipe;
- It shall be fitted with pulling rings at each end;
- It shall be stamped or engraved on some segment other than a runner with the pipe size and mandrel outside diameter.

Prior to testing, the Contractor shall provide the Engineer with a proving ring to verify the mandrel size.

The deformation is unacceptably excessive if the mandrel cannot be pulled through the pipe by hand without damaging the pipe. If the deformation is unacceptably excessive, the pipe shall be replaced without extra compensation.

There will be no direct payment for testing.

533.04 Method of Measurement.

Storm sewer pipe, excavation, and foundation backfill will each be measured in the same manner as specified in Article 530.04.

533.05 Basis of Payment.

(a) General.

The accepted length of a storm sewer pipe, measured as specified above, will be paid for at the respective contract unit price for the sizes and types of pipe provided in the proposal, complete in place, which shall be payment in full for all materials, equipment, labor, and incidentals necessary to complete the work, except that excavation and backfill will be paid for as provided in Section 214.

(b) Payment Will Be Made Under Item No.:

533-A ___ inch {mm} Storm Sewer Pipe (*) - per linear foot {meter}
533-B ___ inch {mm} Span, ___ inch {mm} Rise Storm Sewer Pipe (*) - per linear foot {meter}
* Show specific type, if required. Example: P.C. or V.C., or Class ____ R.C., or Class ____ C.S.L.C.S., or Class ____ C.S.L.C.A., C.S.F.C.S., C.S.F.C.A., or C.C.L.C.S.

DIVISION 600
INCIDENTALS

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

Measurement of the item of Mobilization will be on a unit basis for each project or combination of projects included in a single contract. When more than one project is included in one contract, the amount of payment to be made will be based on the percent complete and amount of the entire contract, not the percent complete and amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the percentage of the total contract of which the project is a part.

Partial Payments for mobilization are based on the amount bid for mobilization and the total original contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PAYMENT	AMOUNT OF PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and Upon Completion of 5 % of the Original Contract Amount Excluding Prior Payment for Mobilization	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and Upon Completion of 50 % of the Original Contract Amount Including Prior Payment for Mobilization	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Original Contract Amount, Except the Final Payment)		
TIME OF PAYMENT	AMOUNT OF PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and Upon Completion of 5 % of the Original Contract Amount Excluding Prior Payment for Mobilization	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and Upon Completion of 50 % of the Original Contract Amount Including Prior Payment for Mobilization	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment is shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefor.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 618
CONCRETE SIDEWALKS AND DRIVEWAYS

618.01 Description.

This Section shall cover the work of constructing a portland cement concrete sidewalk or driveway. Sidewalks and driveways shall be constructed to the lines, grades, and typical cross-sections shown on the plans with or without reinforcement and in one course on a prepared subgrade. "Subgrade" in this Section shall mean the prepared foundation on which the sidewalk or driveway is constructed. Detectable warning surfaces shall be installed as shown on the plans..

618.02 Materials.

All materials furnished for use shall comply with the appropriate requirements of Division 800, Materials, and the following:

- Concrete shall meet the requirements for a Class A concrete as provided in Section 501.
- Reinforcing steel shall meet the requirements of Section 502 and plan details.
- Detectable Warning Surfaces shall be selected from the Department's List II-25, Detectable Warning Devices in the MSDSAR.

618.03 Construction Requirements.

(a) Equipment.

The equipment used for mixing concrete shall conform to the requirements of Section 501.

The Contractor may use forms or, if requested in writing and approved by the Department, an approved automatic extrusion type paving machine.

Forms shall be of wood, or metal, and shall be sufficiently staked to hold them true to line and grade while concrete is being deposited against them. If of wood, they shall be 2 inch {50 mm} or 3 inch {75 mm} (nominal size) stock lumber surfaces on all sides. If of metal, they shall be of approved section having a base width of at least 4 inches {100 mm} and shall have a flat surface on top. The depth of the forms shall equal the depth of the sidewalk or driveway. Adequate means shall be provided for securely fastening the ends of forms together.

Any automatic extrusion machine considered must be demonstrated to produce a consolidated concrete section conforming to the dimensions, cross-section, line, and grades shown on the plans or directed within the requirements noted herein in this Section.

(b) Subgrade.

All soft or other unsuitable material in the subgrade shall be removed and replaced with suitable material. All fills and filling material shall be placed and compacted by rolling with an approved roller or hand tamped with approved tamping devices in layers not exceeding 6 inches {150 mm} in thickness. Any existing areas that have been previously compacted by traffic to a greater degree than the remainder of the subgrade, shall be loosened and the whole subgrade uniformly compacted as directed.

(c) Foundation Backfill.

Where provided by the plans and/or proposal, foundation backfill shall be placed and constructed as provided in Section 214. No direct payment will be made for foundation backfill except when Item 214-B is provided in the proposal and such is ordered placed by the Engineer.

(d) Setting Forms.

Forms shall be set to true line and grade and rigidly held in place by stakes or braces. Ends of adjoining form sections shall be flush. Forms and division plates shall be cleaned and oiled before placing concrete against them.

(e) Handling, Measuring, Proportioning, and Mixing Materials.

The method of handling, measuring, proportioning, and mixing concrete materials shall conform to Section 501, Structure Concrete. Where metal reinforcement is shown on the plans and/or provided in the proposal, it shall be placed in accordance with Section 502.

(f) Placing Concrete.

A template resting upon the side forms and having its lower edge at the exact elevation of the subgrade shall be drawn along the forms and the subgrade shaped true before any concrete is deposited. The subgrade shall be moist and shall be free of debris and all foreign material when concrete is deposited upon it. The freshly mixed concrete shall be placed promptly on the prepared subgrade to

the depth required to complete the sidewalk or driveway in one course. It shall then be vibrated and/or tamped and struck off with an approved straightedge resting upon the side forms and drawn forward with a sawing motion. The concrete shall then be floated with a wooden float until the surface is true. Concrete laid during cold weather shall conform to the requirements given in Section 501.

(g) Curb and Gutter Transitions.

The Contractor shall make any necessary transitions in the curb and gutter to match the surface of the curb ramp. These transitions shall be made according to the plan details or as directed by the Engineer.

(h) Joints.

Unless otherwise shown by plan details, the surface of sidewalks and driveways shall be marked in squares or rectangles not exceeding 36 square feet {3.5 m^2} in area by using an approved marking tool. The marking tool shall provide a groove approximately 1 inch {25 mm} in depth and with rounded edges.

Unless otherwise directed by the Engineer, expansion joints 3/8 of an inch {9 mm} (min.) wide shall be placed as follows:

At all curb returns and where the walks or drives join other rigid units.

To line up with expansion joints of adjacent curbs, drives, etc., but in no instance more than 80 feet {24 m} between joints.

Where continuous runs of walks or drives are 80 feet {24 m} or longer, transverse expansion joints shall be provided; one joint for each additional 80 feet {24 m} or fraction thereof, of length.

Where walks or drives are confined longitudinally by other concrete units and the width of the walk or drive is in excess of 15 feet {5 m}, one longitudinal expansion joint will be required for each additional 15 feet {5 m}, or fraction thereof, of width.

Expansion joints shall be formed using a filler and sealer specified in Articles 832.01 and 832.02.

Unless shown otherwise by plan details, the joint filler shall be from the bottom of the walks or drives to 1 inch {25 mm} from the top; the sealer shall be 3/4 of an inch {19 mm} thick and shall be recessed 1/4 of an inch {6 mm} from the top.

(i) Curing and Protecting.

Immediately after the finishing operations have been completed, the entire surface of the newly laid concrete shall be protected against rapid drying out and cured as provided in Subarticle 450.03(m), unless the Contractor elects to use Type III portland cement, in which case the total curing time will be reduced. No vehicles shall be permitted on the new concrete for seven days and pedestrians shall not be permitted thereon for at least 72 hours unless the Contractor elects to use Type III portland cement, in which case the time limit will be reduced to 24 hours for walks and four days for driveways.

(j) Backfilling.

After the concrete has set sufficiently, the side forms shall be removed and the spaces on both sides shall be backfilled with suitable material. This backfill shall be compacted to a level 1 inch {25 mm} below the walk or driveway and left in a neat and workmanlike condition.

(k) Detectable Warning Surface

Detectable warning surfaces shall be installed according to the details shown in the plans and the manufacturer's recommendations.

618.04 Method of Measurement.

The quantity of accepted sidewalks or driveways will be measured, complete in place, and the area computed in square yards {square meters}. Measurement for separate payment for foundation backfill will only be made when Item 214-B is provided in the proposal and such is ordered by the Engineer.

Detectable warning surfaces shall be measured per square foot {square meter}, complete in place.

Curb ramps shall be measured in square yards {square meters} and shall include the areas within the pay limits shown on the plans.

618.05 Basis of Payment.

(a) Unit Price Coverage.

The accepted quantity of sidewalk or driveway will be paid for at the contract unit price for Concrete Sidewalks or Concrete Driveways, complete in place, which shall be payment in full for furnishing all materials (including joints), for the hauling, preparation, and placing of all materials, for the preparation of the subgrade, excavation, backfilling, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment for detectable warning surfaces shall include preparation of the underlying surface, labor, equipment, tools, and incidentals necessary to complete the work.

Payment for curb ramps shall include all excavation, subgrade preparation, grading, making transitions in the curb and gutter, construction of joints, and for all labor, equipment, tools, and incidentals necessary to complete the work.

(b) Payment will be made under Item No.:

618–A	Concrete Sidewalk, ____ inch(es) {mm} Thick - per square yard {square meter}
618–B	Concrete Driveway, ____ inch(es) {mm} Thick - per square yard {square meter}
618–C	Detectable Warning Surface - per square foot {square meter}
618–D	Curb Ramp - per square yard {square meter}

SECTION 620
MINOR STRUCTURE CONCRETE

620.01 Description.

This Section shall cover the work of constructing minor concrete structures such as pipe culvert headwalls, inlets and junction boxes, concrete steps, coping walls, and other miscellaneous items. All of which shall be constructed in accordance with the details shown on the plans and these specifications to the lines and grades established by the plans or directed.

620.02 Materials.

All materials furnished for use shall conform to the requirements of Division 800, Materials, and the following:

Section 501	Structure Concrete
Section 502	Reinforcing Steel

620.03 Construction Requirements.

(a) General.

The concrete mix used for minor structure work shall be Class A concrete unless otherwise provided by plan details, all in accordance with the appropriate provisions of Section 501.

(b) Excavation and Backfill.

Excavation and backfill shall be in accordance with the provisions of Sections 210 and 214.

(c) Forming and Placing of Concrete.

Construction, forming, placing, etc. of the structures shall be in accordance with the requirements given in Section 501.

(d) Finishing and Curing.

Attention is directed to the requirement given in Section 501 that all surfaces receive a Class 1 surface finish and that all exposed surfaces receive a Class 2 surface finish, unless otherwise specified in the proposal or by plan requirements.

In order to permit proper surface finishing, forms may be removed as soon as the concrete has set sufficiently that form removal will not damage the green concrete, but in no event less than 12 hours after completion of the placing. Immediately after the pouring operations, surfaces not covered by forms shall be covered with one of the curing materials specified in Section 830. Immediately after the removal of the forms, the surface finishing operations noted in Section 501 shall commence, and the curing operations continued for at least 72 hours after the finishing operation, using one of the curing materials specified in Section 830 and the related curing method required with the material used. Failure to apply the initial surface finish or perform the curing operation as noted herein shall be just cause for rejection of the concrete. Removal and replacement of rejected concrete shall be at no additional cost to the Department.

(e) Concrete Surface Tolerances.

The finished concrete shall be within reasonably close conformity to the lines, grades, and dimensions shown on the plans or directed, and free from objectionable cavities or projections.

620.04 Method of Measurement.

The volume of accepted concrete within the neat lines of the structure as shown on the plans or revised at the written direction of the Engineer will be computed in cubic yards {cubic meters}. The method of average end areas will not be used where results obtained differ from those obtained by more accurate mathematical computation.

No deduction will be made for the volume of concrete displaced by steel reinforcement, weep holes, conduits, anchor bolts, or for chamfers of less than 3 inch {75 mm} leg measurements.

Attention is directed to Section 502 for Reinforcing Steel, and Sections 210 and 214 for Excavation and Foundation Backfill.

620.05 Basis of Payment.

(a) Unit Price Coverage.

The accepted Minor Structure Concrete, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the concrete complete in place including furnishing all materials (except reinforcing steel), form work, finishing and for all equipment, tools, labor, and incidentals necessary to complete the item in accordance with plan details and these specifications. In case of modification to an existing structure, the breaking away of the concrete to the approximate lines shown on the plans and the disposal of the broken concrete and the preparation of the retained steel reinforcement for splicing as required shall be considered incidental to the work and the cost thereof absorbed in the unit price bid.

(b) Payment will be made under Item No.:

620-A Minor Structure Concrete - per cubic yard {cubic meter}

SECTION 621
INLETS, JUNCTION BOXES, MANHOLES, AND MISCELLANEOUS DRAINAGE STRUCTURES

621.01 Description.

This Section shall cover the work of furnishing and installing miscellaneous drainage structures including necessary metal frames, grates, covers, etc. in accordance with the plan details and these specifications at the locations and to the grades shown on the plans or directed by the Engineer.

The various units will be further designated by type to distinguish shape, size, etc. by plan details. Certain units or portions of units may be constructed of cast-in-place concrete, precast concrete, and/or masonry as specified by plan details.

This Section shall also include the furnishing and installing of grates on new or existing structures when the Item of 621-G is provided on the plans, otherwise, inlet grates are classified as an integral part of the inlet or catch basin.

This Section shall also include the furnishing and installing of stilling basins when the Item of 621-I is provided on the plans.

621.02 Materials.

(a) Concrete, Reinforcing Steel and Masonry.

Concrete and reinforcing steel for cast-in-place units and for precast units or parts of units not covered by other requirements shall conform to the requirements of Sections 620 and 502.

Precast concrete units or portions of units shall conform to the appropriate requirements of ASTM C 478, and Section 831 unless otherwise provided by plan details or by Department approval.

Masonry materials shall conform to the requirements of Section 613 utilizing brick or block meeting the following requirements:

Clay or Shale - ASTM C 32 Grade SS, MS, or MM.
Concrete brick - ASTM C 55, Type I, Grade N.
Concrete block - ASTM C 90, Type I or II, Grade N.

(b) Grates and Grate Seats.

Castings shall conform to the requirements of Section 836 with attention directed to Articles 836.04, 836.05, 836.06, and 836.07. They shall be sound, smooth, clean, and free from blisters and other defects and, where necessary, planed to provide flat true surfaces.

Welded grates, grate seats, etc. shall be fabricated from ASTM A 36 material, unless otherwise denoted by plan details.

Inlet and outlet pipe shall conform to the appropriate requirements of the section of the specifications covering the kind of pipe to which they are to connect.

Grates, grate seats, etc. which are required for existing structures and are formed by welding of rolled or shaped iron shall, unless otherwise specified by plan details, comply with the following: Plates, angles, bars, etc. - ASTM A 36, Pipe - ASTM A 53; Type F, E, or S, black extra strong (X5), hydrostatic test not required.

Galvanization of grates, grate seats, nuts, bolts, and miscellaneous metal hardware, when specified on the plans, shall be hot-dipped galvanized after fabrication by one of the following methods:

Casting, grates, and seats fabricated from rolled, pressed, or forged steel shapes - ASTM A 123.

Nuts, bolts, and miscellaneous hardware - ASTM A 153.

The Department has established List I-9, "Inlet Grates and Seats for Drainage Structures and Miscellaneous Fabricated Items". This list is in the Department's manual, "MATERIAL, SOURCES AND DEVICES WITH SPECIAL ACCEPTANCE REQUIREMENTS." Grates, grate seats and related materials shall be furnished by the approved suppliers on this list. Information concerning this list is given in Subarticle 106.01(f) and ALDOT-355.

621.03 Construction Requirements.

(a) Excavation.

Excavation shall be performed in accordance with the appropriate requirements set forth under Section 214, Structure Excavation and Backfill for Drainage Structures and Minor Structures.

(b) Concrete Units.

Concrete units may be either poured-in-place or precast. Construction requirements relative to the two types shall conform to the following:

1. Poured-in-place units:

   Construction shall conform to the requirements of Section 620.

2. Precast Concrete Units:

   Holes for connector pipes in base section shall be cast with connector pipe holes of the specific number and dimensions necessary to incorporate the unit into the drainage system as shown by the plans. Should installation conditions require additional pipe holes for which no holes were cast, the Contractor may make such holes as necessary provided he performs said work in a manner approved by the Engineer, and he replaces or repairs any damaged unit to the satisfaction of the Engineer.

   Pipe connections to the base sections shall be made using either concrete or masonry mortar.

   Precast bases shall be set to within 1/4 of an inch {± 10 mm} of grade on a bed of compacted foundation backfill material approximately 4 inches {100 mm} thick.

   Sectional precast sections used to form units shall have all joints sealed and wiped clean using one of the appropriate type sealers noted in Subitem 530.03(d)3.a.

(c) Masonry.

Bricks shall be laid with full mortar joints not more than 1/2 inch {10 mm} thick. Courses shall be level and at least one course in every seven shall be a header course, unless otherwise directed. All units shall be plastered on the inside of the unit with not less than 1/2 inch {10 mm} of mortar (same as used in the laying) to a height of at least 6 inches {150 mm} above the top of the outfall structure. When specified, the outside of the structure shall be plastered with 1/2 inch {10 mm} of mortar for the height of the masonry. All brick shall be dampened during laying and plastering to insure proper bond with mortar. The masonry shall be cured by approved methods which will insure the mortar has sufficiently set before allowing backfilling operations.

When so specified on the plans and/or in the proposal, masonry units may be constructed of concrete blocks instead of bricks. Applicable construction details shall be the same as for brick masonry.

(d) Inlet and Outlet Pipe.

Pipe shall be laid in accordance with the appropriate requirements of the Section of these specifications covering the kind of culvert pipe used. Pipe placed in masonry for inlet or outlet connections shall extend through the walls and beyond the outside surface of the walls a sufficient distance to allow for connections, and the masonry shall be carefully constructed around them so that there will be no leakage around the outer surface of the pipe.

Pipe connections to masonry or precast units shall be made using either concrete or masonry mortar.

(e) Placing Castings.

Castings shall be set in full mortar beds or otherwise secured as shown on the plans. The mortar used for setting castings shall conform to Section 611, Mortar for Masonry. Castings shall be set below the finished grade of the pavement about 2 mm.

(f) Backfilling.

Backfilling shall be performed in accordance with the appropriate requirements of Sections 210 and 214.

(g) Cleaning.

All junction boxes, inlets, manholes, and similar structures shall be cleaned of all form material, excess mortar, and all foreign matter and shall be free from such at the time of final inspection and acceptance.

(h) Placing of Metal Grates and Seats on Structures.

Grates and seat frames shall be set in full mortar beds or otherwise secured to the masonry unit as shown by plan details. Mortar used for setting grates shall conform to the requirements of Section 611, Mortar for Masonry.

Grates installed on drainage units constructed under a previous contract shall be fitted to the unit and affixed to the structure in accordance with the details shown on the plans.

621.04 Method of Measurement.

(a) Inlets and Junction Boxes.

Inlets and junction boxes will be measured as individual units including footings, bottom slab, walls, cover, lid, grating, etc., of the type, size, and shape shown on the plans. If the height of the base unit is not shown on the plans, 4 feet {1 m} will be used as the height of the base unit. Measurements will be from the top of the bottom slab to the top of the cover, grating, or lid. Structures of greater height will have the additional height measured as noted in Subarticle (c) below.

(b) Manholes.

Manholes will be measured as an individual unit including footings, bottom slab, walls, cover, lid, grating, etc. of the type, size, and shape shown on the plans except that the maximum height of the base units of the structure shall be limited to 6 feet {2 m}, measured from the top of the bottom slab to the top of cover, grating, or lid. Structures of greater height will be measured as noted in Subarticle (c) below.

(c) Junction Box, Inlet, and Manhole Units.

Where structures of greater height than the base units noted above are provided by the plans or ordered, measurement for the additional height will be in junction box units, inlet units, or manhole units of the particular type specified by the plans or proposal. Such units will be complete wall sections of the respective type structure measured in increments of 2 feet {600 mm} in height; ordered increments of less than 2 feet {600 mm} will be considered as a complete unit.

(d) Item 621-G.

When Item 621-G is provided on the plans or proposal, the kind of inlet on which the grate will be used will be shown on the plans and the "Type" grate to be used will be designated on the plans and proposal. The accepted grates will be measured in individual units of each type ordered and accepted.

(e) Item 621-I.

When Stilling Basins, Item 621-I, are provided on the plans or proposal, measurement will be as individual units including footings, bottom slab, walls, etc., of the type, size, and shape shown on the plans.

621.05 Basis of Payment.

(a) Unit Price Coverage.

1. The accepted number of junction boxes, inlets, and manholes, measured as provided above, will be paid for at the respective contract unit prices for each, which shall be payment in full for furnishing all materials including gratings, covers, and other fittings and for all form work, disposal of surplus material, and for all labor, equipment, tools, and incidentals necessary to complete the work.

2. The accepted number of junction box units, inlet units, and manhole units, measured as provided above, will be paid for at the respective contract unit price for each type, complete in place, which shall be payment in full for furnishing all materials, for all form work, disposal of surplus materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

3. The ordered and accepted grates under Item 621-G, measured as provided above, will be paid for at the respective unit price bid for each type specified. Said unit price shall be full compensation for the grate complete in place on the structure and includes furnishing of all materials, fabrication of the grate, installation of the grate, and for all equipment, tools, labor, and incidentals necessary to complete the work.

4. The accepted number of stilling basins, measured as provided above, will be paid for at the respective contract unit price for each type, complete in place, which shall be payment in full for furnishing all materials, for all form work, disposal of surplus materials, and for all labor, equipment, tools, and incidentals necessary to complete the work.

(b) Excavation and Backfill.

Excavation and backfill will be paid for as provided in Section 214.

(c) Payment will be made under Item No.:

621-A Junction Boxes, Type ____ - per each
621-B Junction Box Units, Type ____ - per each
621-C Inlets, Type ____ - per each
621-D Inlet Units, Type ____ - per each
621-E Manholes, Type ____ - per each
621-F Manhole Units, Type ____ - per each
621-G Inlet Grates, Type ____ - per each
621- I Stilling Basins, Type ____ - per each

SECTION 623
CURB, GUTTER, AND COMBINATION CURB AND GUTTER

623.01 Description.

This Section shall cover the work of constructing Portland cement concrete gutter, curb, or combination curb and gutter, constructed with or without metal reinforcement. All of which shall be constructed in accordance with the plan details and these specifications at the locations shown on the plans or established in conformity with the lines, grades, dimensions, and cross sections shown on the plans or designated.

623.02 Materials.

All materials shall conform to the requirements of Division 800, Materials. Concrete shall conform to the requirements of Section 501. Expansion joint filler shall be as specified in Section 832.

623.03 Construction Requirements.

(a) Concrete Mixes.

Concrete mixes shall be provided by Section 501, with Class A concrete being used with standard forms and either a Class A or Class C concrete mix, modified as deemed necessary by the Testing Engineer, to fit the type curbing machine being used.

(b) Foundation.

The foundation shall be constructed or excavated to the required depth below the finished surface in accordance with the cross section shown on the plans or as designated. All soft or other unsuitable material shall be removed and replaced with suitable material, in layers not to exceed 4 inches {100 mm} compacted. The foundation shall be compacted as provided for the applicable types of material involved.

(c) Foundation Backfill.

If provided by the plans and/or proposal, foundation backfill to replace unsuitable material shall be placed and constructed as provided in Section 214. No direct payment will be made for foundation backfill, except when the proposal includes a unit price for this pay item.

(d) Forms.

1. General.

The Contractor shall use standard type metal forms as noted herein or, if requested in writing and approved by the Department, an approved automatic extrusion type curb and/or gutter machine.

2. Standard Forms.

These forms shall be metal, except for radial sections, straight, and free from warps and of sufficient strength, when staked, to hold the concrete true to line and grade without distortion. They shall provide the approved typical section and depth of the section shown on the plans. Radial or curved forms may be of flexible metal or a wood form of approved design. Bent or damaged forms shall not be used.

All forms shall be securely staked, braced, and held together to the exact lines and grades established and shall be kept sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled with a suitable oil immediately before concrete is placed against them.

3. Machine Formed.

Any automatic extrusion type curb and/or gutter machine considered for approval must be demonstrated to produce a section conforming to the dimensions, cross-section, lines, and grades shown on the plans within the tolerances provided in Item 623.03(h)2 for formed curbs and/or gutters. Failure to consistently produce an acceptable product shall be cause to withdraw approval of the machine and order the use of standard forms. All types of curbs, gutter, and combinations shall be placed in one operation, to the depth of cross section specified on the plans. The use of a two stage operation will not be permitted.

(e) Sections.

Gutter, curb, and combination curb and gutter shall be constructed in sections of the lengths shown on the plans. The length of section may be reduced where necessary to form closure.

(f) Handling, Proportioning, and Mixing Materials.

The handling, storage, proportioning, and mixing of concrete shall conform to the requirements of Section 501.

(g) Joints.

All expansion, contraction, and construction joints shall be constructed as shown on the plans and in accordance with the requirements of Article 501.03. If not shown on the plans, joints shall be placed as follows:

1. Expansion joints shall be placed in curb and/or gutter to match those in concrete pavement where the two are adjacent.
2. Expansion joints shall be 3/4 of an inch {20 mm} wide. They shall be placed where curb, gutter or combined curb and gutter terminate against concrete driveways and other concrete structures except inlets. The joints shall be placed at least 20 feet from the location of the termination of the curb, gutter or combined curb and gutter at inlets.
3. Expansion joint filler and sealer shall meet the requirements given of Articles 832.01 and 832.02. Expansion joint filler shall extend from the bottom of the curb and/or gutter to within 1 inch {25 mm} of the top; the sealer shall be 3/4 of an inch {20 mm} thick and shall be recessed 1/4 of an inch {6 mm} from the top.
4. Contraction joints shall be placed in curb and/or gutter to match those in concrete pavement where the two are adjacent, but in no instance more than 20 feet {6 meters} between joints. The contraction joints shall be sawed or otherwise cut 2 inches {50 mm} deep by 1/8 of an inch {3 mm} wide and shall extend 2 inches {50 mm} below the pavement surface.

(h) Placing and Finishing Concrete - Standard Method.

1. Placing.

The subgrade and forms shall be checked and approved just prior to placing concrete against them. All debris or other foreign material shall have been removed from the space to be occupied by the concrete. The subgrade shall be moist but not wet or muddy. After mixing, the concrete shall be placed in the forms and shall be tamped, spaded, or vibrated sufficiently to produce a dense homogeneous mass and to bring the mortar to the surface. Particular attention shall be given to spading the concrete along and against the surface of the forms to prevent honeycombing and secure a smooth, uniform surface.

2. Strike-Off and Finishing.

When the forms are filled, the concrete shall be struck off with a template, cut to the curb edge design. The exposed concrete surface shall then be finished smooth with a wooden float in a manner that will compact the mass and produce a true, even top surface. Plastering with mortar to build up or finish will not be permitted. The surface of the gutter and the face and top of the curb shall be checked with a 10 foot {3 m} straightedge and any irregularities more than 1/4 of an inch in 10 feet {6 mm in 3 m} corrected. The alignment and grade shall not at any point vary more than 1/2 of an inch {10 mm} from that established by the elevation control stakes. Excessive troweling with a steel trowel will not be permitted. A textured finish shall be provided on the exposed surface just before the concrete becomes nonplastic by the use of a burlap or cotton fabric drag, brush, or broom which will produce a uniform gritty texture along the length of the curb, gutter, or combination curb and gutter. The upper edges of curb and gutter shall be rounded with an approved edging tool to the radius shown on the plans. The joint templates shall be set during the placing of the concrete and allowed to remain in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.

The forms shall be left in place until the concrete has set sufficiently so that they can be removed without damage to the work, but, unless otherwise directed, they shall be removed within 24 hours after the concrete has been placed. Immediately after the removal of the forms, the repair of any minor defective areas shall be accomplished.

(i) Placing and Finishing Concrete - Machine Laid.

The requirements of Subarticle 623.03(h) are applicable except that fixed forms are not required.

(j) Curing and Protection.

Immediately after the finishing operation is completed, the concrete shall be cured as provided by Subarticle 450.03(m). If mats are used, they shall be kept continuously moist for a period of at least 72 hours. During this period, and until completion and acceptance of the work, it shall be protected from damage by the elements or other cause.

(k) Backfilling.

After the concrete has set sufficiently, spaces along the front and back sides of the gutter, curb, or combination curb and gutter, shall be backfilled to the required elevation with suitable material which shall be compacted by tamping with approved metal tamps or mechanical tamps in layers not more than 4 inches {100 mm} thick until firm and solid.

623.04 Method of Measurement.

Accepted Concrete Gutter, Concrete Curb, and Combination Curb and Gutter will be measured in linear feet {meters}, complete in place, to the nearest 0.1 foot {0.1 m} along the base of the curb face or along the flow line of the gutter continuing on such line extended across driveways, alleyways, and other entrances. Measurement for separate payment for Foundation Backfill will only be made when Item 214-B is provided in the proposal.

623.05 Basis of Payment.

(a) Unit Price Coverage.

The accepted length of Concrete Gutter, Concrete Curb, and Combination Concrete Curb and Gutter, measured as provided above, will be paid for at the respective contract unit prices, complete in place, which shall be payment in full for all excavation, backfilling, disposal of surplus material, all joints, all special construction at driveways and other entrances and other points, furnishing all materials, hauling and placing materials, and for all labor, equipment, tools, and incidentals necessary to complete the work in accordance with the specifications including all approaches through curb and gutter indicated on the plans.

(b) Payment will be made under Item No.:

623-A Concrete Gutter - per linear foot {meter}
623-B Concrete Curb, Type ____ - per foot {meter}
623-C Combination Curb & Gutter, Type ____ - per linear foot {meter}

SECTION 645
SANITARY SEWERS

645.01 Description.

This Section shall cover the work of the following:

- furnishing and installing new sanitary sewers, force mains, and manholes
- removing, replacing, and resetting existing sanitary sewers, force mains, and manholes
- constructing connections to existing sewers and manholes

All work performed and materials used shall be in accordance with ALDOT plans and specifications and the Utility's requirements. In the event that there is a conflict between the ALDOT specifications and the Utility's requirements, the more stringent requirement shall govern.

645.02 Materials.

Materials furnished for use shall conform to the requirements of Section 853 and other appropriate Sections of Division 800, Materials.

The pipe strength shall be in accordance with the requirements of Section 853 unless otherwise noted by the project plans or determined by the actual laying conditions.

Concrete used for construction of sanitary sewers, force main, and manholes shall be Class A concrete in accordance with the requirements given in Section 501.

645.03 Construction Requirements.

(a) General.

1. Sanitary Sewer.

Pipe shall be laid in the presence of the Inspector, and shall not be covered until allowed by the Project Manager. Pipe that is damaged or deemed unfit for use by the Department due to negligence, improper handling, or improper installation shall be replaced by the Contractor without additional compensation.

All new pipes shall be handled in such a manner as to prevent damage to the pipe and pipe lining. The interior of all pipes shall be free from dirt and debris. All material shall be stored in the appropriate manner to protect the materials from damage by freezing and subsequent handling.

The construction methods employed in the adjustment, relocation, and placement of the sewer lines shall be in accordance with the current codes and practices of the Utility Company involved.

Work required for the adjustments of sewer mains, fittings, and service lines shall be performed by the Contractor in such a manner that shall limit interruption of the service for a minimum period of time. Notice shall be made by the Contractor to the Customers affected by the service interruption at least four hours but not more than 72 hours prior to service interruption.

When installing non-metallic sewer force main pipe, the Contractor shall install a metallic tape on the pipe or provide other suitable means to allow for location by electronic detection devices.

When ductile iron sewer pipe and fittings are located in potentially corrosive soil conditions, the pipe shall be wrapped in polyethylene sheath meeting AWWA C105.

Air and vacuum valve assemblies shall be installed in the force main to allow for the release of potentially trapped air along elevation changes in the force main as show on the plans. The air and vacuum valve assembly shall be as detailed in the project plans and specifications.

When abandoning an existing sanitary sewer, the sanitary sewer shall be cut, filled with cement mortar flowable backfill (Section 260, Mix 4), and the ends shall be capped.

2. Manhole.

Pre-cast concrete manholes shall be constructed in accordance with AASHTO M 199. Manholes shall be smooth and free from fractures, chips, and honeycombs. Care shall be taken not to damage the manhole sections during handling and installation. The manhole shall be constructed to minimize the number of manhole joints.

The invert and bottom curves of all manholes shall be neatly and accurately built and formed to facilitate the entrance and flow of sewage over them.

When required, a branch pipe consisting of one segment of ductile iron pipe of the required size shall be built into manholes to receive either present or future branch lines. Branch lines for future flows shall have an Engineer approved mechanical plug.

New manholes shall be supplied with Engineer approved cast-in or cored flexible manhole pipe connectors (boots) for each pipe cutout. The flexible manhole pipe connector (boot) shall meet the requirements of ASTM C 923. The connector shall be installed in the manhole wall in accordance with the manufacturer's recommendations.

Existing manholes cored for connection of sewer pipe shall be fitted with Engineer approved flexible manhole pipe connectors (boots). The flexible manhole pipe connector (boot) shall meet ASTM C 923 requirements. The connector shall be installed in the manhole wall in accordance with the manufacturer's recommendations.

All manhole pipe connectors (boots) shall be sized specifically for the pipe material, pipe size, and manhole size being used.

Joints in riser and cone sections shall have a rubber gasket or an approved equal meeting the requirements of ASTM C 443.

Manholes shall be provided with steps, inflow dishes, chimney seals, and linings as required by the project plans and specifications.

3. Abandon Existing Manhole.

Abandoning an existing manholes shall include breaking the manhole off to a depth of three feet below grade, creating holes for drainage in the bottom, furnishing, placing and

compacting sand or sand-clay backfill to the original grade, removing and cleaning the frame and cover, and transporting the frame and cover to the Utility.

4. Resetting Manhole Cone-Shaped Top Section (Cone).

Manholes requiring the cone section to be removed and replaced to lower or raise the manhole top elevation more than two feet, to allow for the addition/removal of a manhole unit section, without moving the structure location shall be considered a manhole cone reset. All work shall be done in a workman like manner by competent workmen and the manhole structure re-established in proper working order at its new elevation. Any manhole material broken, destroyed, lost, or rendered unfit for reuse through carelessness, negligence, or improper handling of the work, shall be replaced by the Contractor without extra compensation.

When adjustments to manholes require the removal of a portion of the existing manhole, the Engineer shall designate that portion of the structure to be removed. The removal cost shall be included in the unit price bid for the manhole cone reset.

When required to reach the elevation shown on the project plans, the manhole frame and cover shall be raised or lowered using brick and mortar, concrete "donut" rings, cast iron riser ring, or Engineer approved equal.

The resetting of an existing manhole cone section shall be in conjunction with installation of manhole unit sections.

5. Resetting Manhole Frame and Cover.

Manhole frame and covers that are raised or lowered in top elevation less than 2 feet {600 mm} without removing the manhole cone or moving the structure location shall be considered reset. All work shall be done in a workmanlike manner by competent workmen and the unit re-established in proper working order at its new elevation. Any material broken, destroyed, lost, or rendered unfit for reuse through carelessness, negligence, or improper handling of the work, shall be replaced by the Contractor without extra compensation. Concrete and brick masonry work shall conform to requirements of Sections 620 and 613, respectively. The Manhole frame and cover shall be raised or lowered using brick and mortar, concrete "donut" rings, cast iron riser ring, or Department approved equal.

6. Manhole Drop Connection.

Where required on the plans, a drop connection shall be constructed at manholes as detailed in the project plans and specifications. Piping for drop connections shall be ductile iron except where noted otherwise on the Plans.

(b) Excavation and Foundation.

The trench shall be excavated true to established lines and grades as shown on the project plans. Tunneling will not be permitted unless authorized in writing. Trenches shall be excavated at least 9 inches {230 mm} on each side of the pipe. Trenches shall be properly sheeted or braced wherever needed to prevent cave-in or loose soil from falling into the trench. Sides of the trenches shall be kept as near vertical as possible. Bell holes shall be excavated to insure that the pipe rests upon the bottom of the trench for its full length.

In the event that the bottom of the trench is in rock or is unsuitable material, the trench shall be excavated at a minimum of 6 inches {150 mm} below grade or as directed by the Engineer. The trench shall then be backfilled with crushed stone as specified in Section 853 up to the proper grade elevation.

All excavated material that is not suitable for use as backfill shall be removed from the project site or otherwise satisfactorily disposed.

The trench shall be dewatered to prevent standing or running water, and to allow for proper installation of the sewer.

(c) Laying.

The laying of pipe in finished trenches shall be started at the outlet end and shall be installed up grade with the spigot end pointing in the direction of flow. The pipe shall be laid to the line and grade shown on the project plans. The pipe shall then be examined to make sure that it is free of defects. Pipe shall be fitted and matched to form a sewer with a smooth, uniform invert. The pipe shall be installed in accordance with the pipe manufacturer's recommendations and as directed by the Engineer.

Pipes shall be lowered so as to avoid damage and unnecessary handling in the trench. The hubs and bells shall be clean when laid. The pipe shall be cleaned of debris and dirt when jointing the

pipe. The end of the pipes shall be securely closed when laying is stopped for the night to prevent animals and water from entering the pipe.

Wyes or tees shall be installed along with lateral sewer pipe where designated on the project plans to connect existing or future services. When laterals are required on the plans or instructed by the Engineer, the lateral shall extend to the right-of-way line or as directed by the Engineer. When the lateral is not connected to an existing lateral, the end shall be plugged as specified by the Engineer.

Force Mains shall have a minimum cover of 36 inches {910 mm} and 48 inches {1.220 m} when under pavement. Concrete thrust blocks shall be placed along the force main at vertical and horizontal bends and fittings. The thrust block shall be poured against undisturbed earth.

Walking and working on or over the completed sewer line, except as necessary for backfilling and tamping, will not be permitted until at least 1 foot {0.3 m} of backfill is in place over the top of the pipe.

Air and vacuum valves for force mains shall be placed along the force main as required by the project plans.

(d) Joints.

All joints shall be sealed for the entire circumference of the pipe providing an acceptable watertight joint.

The installation of rubber or other type gasket joints shall be in accordance with manufacturer's recommendations and as directed by the Engineer. No joint shall be finished until the two next joints in advance have been placed. Any joint that is disturbed after jointing shall be removed, cleaned, and reinstalled.

Thermally fused joints shall be installed according to the pipe manufacturer's recommendations.

Where a restrained joint is required on the project plans, locked mechanical joint retainer glands or restrained joint gaskets of adequate strength to prevent movement of the force main shall be used in addition to the concrete thrust block. Retainer glands shall be the type shown on the plans or designated by the Engineer and shall be installed in accordance with the Utility Company requirements.

(e) Backfilling.

Backfilling shall be performed immediately after inspection as directed by the Engineer to secure the pipe position prior to proceeding to the next section.

All trenches and excavations shall be backfilled with approved natural soil or, when directed by the Engineer, with foundation backfill material.

The backfill material shall be carefully deposited equally on both sides of the pipe in uniform layers not to exceed 6 inches {150 mm} in compacted thickness to a density of not less than 95 percent of AASHTO T99 maximum density. Backfill that is not under roadbeds shall be compacted as directed by the Engineer to be consistent with surrounding materials.

Where roadways and other crossings are disturbed by placing the sewer, the Contractor shall restore them to their original condition and shall replace all surface material and all paving, sidewalks, sod, or other disturbed surfaces, furnishing all necessary new materials without extra compensation except as provided in this section. Topsoil disturbed by excavation across private property shall be replaced as nearly as possible to its original position.

After completing the backfill, the Contractor shall promptly remove all surplus material, rubbish, and all equipment, leaving the site and adjacent areas in a neat and presentable condition.

(f) Connection to Existing Sewer System.

Connection to existing sewer shall be made as shown on the plans and as directed by the Engineer. Connection shall be made to minimize interruption of service. Where required to allow for continuous service, bypass pumping shall be performed and shall be incidental to the installation of the sanitary sewer.

Connection to an existing manhole shall be made by coring the manhole wall and installing a Engineer approved manhole pipe connector (boot). The void space around the boot and manhole shall be filled with non-shrinking grout.

Connection of dissimilar type pipes shall be made with a coupler or adapter as approved by the Engineer.

(g) Testing.

After completion of the installation of the sanitary sewer, all lines shall be tested. All lines shall be cleaned of dirt and debris prior to testing. Debris and dirt shall be removed from the sewer system and not flushed to the next segment of sewer.

The sanitary sewer and force main shall be either air tested or hydrostatic tested as required by the Engineer.

All manholes shall be tested as required by the project plans and specifications. Testing of manholes and structures shall be performed after curing of linings. Any leakage in the manhole or structure, before, during, or after the test shall be repaired by the contractor for no additional compensation.

645.04 Method of Measurement.

(a) Sewer Pipe.

The actual accepted length of sanitary sewer and force main laid or re-laid will be measured in linear feet {meters} along the center of the line, complete in place.

(b) Fittings.

Ductile iron fittings will be measured by the fitting's weight in pounds {kg}. Bolts and other miscellaneous items will not be included in the weights. Payment will be based on the manufacturer's catalog weight of the supplied fitting.

(c) Stacks and Laterals.

The actual accepted length of service stacks and laterals will be measured in linear feet {meters} along the center of the line, complete in place.

(d) Abandon Existing Sanitary Sewer.

The abandonment of an existing sanitary sewer will measured per linear foot of sanitary sewer abandoned.

(e) Sanitary Sewer Lateral Cleanout.

A sanitary sewer lateral cleanout will be measured per each complete cleanout required.

(f) Retainer Gland.

Retainer glands will be measured per each retainer gland required.

(g) Manhole.

Manholes will be measured per each as individual units including footing, bottom slab, bench, wall sections, cone, casting, and manhole cover. Manholes shall also include steps, lining, chimney seal, and inflow dish as shown to be required on the plans. The maximum height of the measurement of a manhole for payment will be 6 feet {2 m}. This will be measured from the top of the bottom slab to the top of the cover. The additional height of a manhole above 6 feet {2 m} that is required for raising or lowering a manhole will be measured in manhole units.

(h) Manhole Unit.

Manhole wall sections required to raise or lower an existing manhole, or lower a new manhole, will be measured per each manhole unit. The manhole unit will be in increments of 2 feet {610 mm} and shall match the structure being raised or lowered. Required increments that are less than 2 feet {610 mm} will be measured as a complete manhole unit.

(i) Manhole Cone Reset.

Manhole cone reset will be measured per each as one complete unit of the manhole cone shaped top section and manhole frame and cover requiring removal and replacement when raising or lowering the elevation of an existing manhole.

(j) Manhole Frame and Cover Reset.

Manhole frame and cover reset will be measured per each as one complete unit of the manhole frame and cover requiring removal and replacement when raising or lowering and existing manhole without the addition or removal of manhole units (less than two feet {610 mm}).

(k) Connection to Existing Manhole.

Connection to existing manhole will be measured per each connection.

(l) Abandon Existing Manhole.

The abandonment of an existing manhole will measured per each manhole abandoned.

(m) Manhole Drop Connection.

Manhole drop connection will be measured per vertical foot {meter} of drop from entrance of the sewer pipe to the invert of the manhole including tee, bends, fittings, and pipe.

(n) Air and Vacuum Valve Assembly.

An air and vacuum valve assembly will be measured per each complete assembly as detailed in the project plans and specifications.

(o) Sanitary Sewer Lift Station.

A sanitary sewer lift station will be measured per each complete lift station.

645.05 Basis of Payment.

(a) Unit Price Coverage.

1. General.

Final acceptance of this work shall be subject to approval by the Utility Company involved, therefore, the Engineer may withhold payment for this work until the Contractor has obtained the Utility's written approval that the work performed complies with the local codes and requirements of the Utility Company.

2. Sewer Pipe.

The accepted length of sanitary sewer and force main laid or re-laid will be paid for at the respective contract unit prices for the types and sizes specified in the proposal including the excavation and backfilling which shall be payment in full for furnishing, hauling, excavating, foundation preparation, laying or relaying, backfilling, compacting, cleaning up, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work except manholes, junction boxes, or like connecting masonry. Sanitary sewer pipe being re-laid shall mean removing and reusing the existing sewer pipe.

The contract unit price shall be for an embedment depth of 6 feet {1.8 m} or less below the existing ground line. The length of sanitary sewer pipe laid or re-laid, measured as provided above, at depths greater than 6 feet {1.8 m} below the existing ground line shall have an adjusted unit price, arrived at by increasing the contract unit price by the percentage indicated in the table below.

Depth Sewer Installed Below Existing Ground Line	Percentage Contract Unit Price Bid to be Increased
More than 6 feet {1.8 m}, but less than 10 feet {3 m}	25%
10 feet {3 m} and more, but less than 12 feet {3.7 m}	50%
12 feet {3.7 m} and more, but less than 16 feet {4.9 m}	75%
16 feet {4.9 m} and more	100%

3. Fittings.

Ductile iron fittings will be paid for at the contract unit price for each pound {kilogram} of fitting specified on the project plans which shall be payment for all labor, materials, equipment and incidentals necessary to furnish and install the size fitting required.

4. Stacks and Laterals.

Stacks and laterals will be paid for at the contract unit price for the types and sizes specified in the proposal and shall include all labor, materials, equipment, and incidentals necessary to extend the lateral from the main to the right-of-way or easement line. The unit price shall also include pipe, fittings, plugs, caps, backfilling, compacting, hauling and excavating.

5. Abandon Existing Sanitary Sewer.

The abandonment of an existing sanitary sewer will be paid for at the contract unit price for the sizes specified in the proposal which shall be payment in full for furnishing all labor material, equipment, tools, and incidentals necessary, including flow able backfill and end caps to abandon an existing sanitary sewer.

6. Sanitary Sewer Lateral Cleanout.

A sanitary sewer lateral cleanout will be paid for at the contract unit price for the size specified in the proposal which shall be payment in full for furnishing all labor material, equipment, tools, and incidentals necessary including single or double sweep tee, pipe, recessed nut cap, traffic loading cap when required, for a complete sanitary sewer cleanout.

7. Retainer Gland.

Retainer glands will be paid for at the contract unit price which shall be payment for all labor, materials, equipment and incidentals necessary to furnish and install one retainer gland. Retainer Glands may be used in lieu of restrained joint pipe upon which payment will be made for restrained joint pipe, not retainer glands.

8. Manhole.

A manhole will be paid for at the contract unit price for the sizes specified in the proposal which shall be payment in full for furnishing, hauling, excavating, backfilling, compacting, cleaning up, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

9. Manhole Unit.

A manhole unit will be paid for at the contract unit price for the sizes specified in the proposal which shall be payment in full for furnishing, hauling, excavating, foundation preparation, backfilling, compacting, cleaning up, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. The removal and replacement of the manhole cone and frame and cover will be paid for under Manhole Cone Reset.

10. MANHOLE CONE SHAPED TOP SECTION (CONE) RESET.

A manhole cone reset, measured as noted above will be paid for at the contract unit price for Manhole Cone Reset, which shall be payment in full for all material, equipment, tools, labor, and incidentals necessary to complete the work herein specified. The unit price shall include the removal and reinstalling of the existing manhole cone section and manhole frame and cover.

11. MANHOLE FRAME AND COVER RESET.

A manhole frame and cover reset will be paid for at the contract unit price for Manhole Frame and Cover Reset, which shall be payment in full for all material, equipment, tools, labor, and incidentals necessary to complete the work.

12. CONNECTION TO EXISTING MANHOLE.

Connection to existing manhole will be paid for at the contract unit price which shall be payment in full for a manhole pipe connector (boot), all labor material, equipment, tools, and incidentals necessary to connect the new sanitary sewer pipe to an existing manhole.

13. ABANDON EXISTING MANHOLE.

Abandon existing manhole will be paid for at the contract unit price which shall be payment in full for all labor material, equipment, tools, and incidentals necessary including backfill to abandon an existing manhole.

14. MANHOLE DROP CONNECTION.

A manhole drop connection, measured as noted above will be paid for at the contact unit price for the type specified , which shall be payment in full for all pipe, tees, wyes, cleanout stack, materials, equipment, tools, labor, and incidentals necessary to complete the work.

15. AIR AND VACUUM VALVE ASSEMBLY.

An air and vacuum valve assembly will be paid for at the contract unit price for the size specified in the proposal which shall be payment in full for all labor, materials, equipment and incidentals necessary to furnish and install one air and vacuum valve assembly which shall include the box/manhole containing the valve.

16. SANITARY SEWER LIFT STATION.

A sanitary sewer lift station will be paid for at the contract unit price for each lift station specified in the proposal which shall be payment in full for all labor, materials, equipment and incidentals necessary to furnish and install one lift station. This shall include all items within the lift station limits shown on the plans including all piping, valves, valve boxes, pumps, wet well, buildings, fencing, grading, and site access when required.

(b) Payment Will Be Made Under Item No.:

645-A ___ inch {mm} __* Sanitary Sewer ___** Pipe Laid (***) - per linear foot {meter}
645-B ___ inch {mm} __* Sanitary Sewer ___** Pipe Relaid (***) - per linear foot {meter}
645-C Ductile Iron Fittings - per pound {kg}
645-D ___ inch {mm} Retainer Gland - per each
645-E ___ inch {mm} ____**** Stacks and Laterals - per linear foot {meter}

645-F Abandon ___ inch {mm} Existing Sanitary Sewer - per linear foot {meter}
645-G ___ inch {mm} _Sanitary Sewer Lateral Cleanout - per each
645-H ___ inch {mm} Manhole - per each
645-I ___ inch {mm} Manhole Unit - per each
645-J Manhole Cone Reset - per each
645-K Manhole Frame and Cover Reset - per each
645-L ___ inch {mm} ____ Manhole Drop Connection - per linear foot {meter}
645-M Connection to Existing Manhole - per each
645-N Abandon Existing Manhole - per each
645-O ___ inch {mm} Air and Vacuum Valve Assembly - per each
645-P Sanitary Sewer Lift Station - per each
* Show Type of Pipe: Ductile Iron (DI), Polyvinyl Chloride (PVC), High Density Polyethylene (HDPE), High Performance Polypropylene (PP)
** Designate One Type: Gravity or Force Main
*** Designate Restrained Joint if Required
**** Show Type: Ductile Iron (DI); Polyvinyl Chloride (PVC)

SECTION 650
TOPSOIL

650.01 Description.

This Section shall cover the work of furnishing and placing topsoil and the placement of State furnished topsoil from stockpiles.

650.02 Materials.

(a) Required Properties of Topsoil.

Topsoil furnished or stockpiled by the Contractor shall meet the requirements given in ASTM D 5268 "Standard Specification for Topsoil for Landscape Purposes". The composition of the topsoil shall be as follows (from ASTM D 5268):

REQUIRED PROPERTIES OF TOPSOIL	
Deleterious Materials (rock, gravel, slag, cinder, roots, sod) in the Total Sample	7 % maximum by weight {mass}
Organic Material in Portion of Sample Passing the No. 10 {2 mm} Sieve	2 % to 20 % by weight {mass}
Sand Content in Portion of Sample Passing the No. 10 {2 mm} Sieve	10 % to 90 % by weight {mass}
Silt and Clay Content in Portion of Sample Passing the No. 10 {2 mm} Sieve	10 % to 90 % by weight {mass}
pH	5 to 7

Topsoil will be sampled at the source and tested prior to application by the Engineer in accordance with ASTM D 5268 for compliance with these requirements.

(b) Sources of Topsoil.

1. Topsoil Furnished by Contractor.

Topsoil furnished by the Contractor shall be taken from areas outside of the Right of Way. The areas where topsoil is removed shall be developed, maintained and restored in accordance with the requirements given in Subarticle 106.01(b).

2. Topsoil Furnished by the State from Stockpiles.

The Contractor shall use topsoil from stockpiles that were created in accordance with the requirements given in Subarticle 210.03(b).

650.03 Construction Requirements.

(a) Preparation for Topsoil Placement.

The Contractor shall not place topsoil from any source (Contractor furnished or State furnished) until the Engineer has been given the opportunity to sample, test and evaluate the source for compliance.

The grading and shaping of the area where topsoil must be placed shall be completed prior to the placement of the topsoil unless directed otherwise by the Engineer.

(b) Application of Topsoil.

Topsoil shall be applied to the depth shown on the plans or as directed by the Engineer. Applied topsoil shall be compacted by tracking. Tracking shall be accomplished by the operation of a tracked vehicle leaving ridges perpendicular to the direction flow of water down the slope. The topsoil shall then be prepared in accordance with the requirements given in 652.03. Ground preparation and vegetation establishment operations shall commence as soon as possible after the application of topsoil to reduce the potential for the erosion of the topsoil.

(c) Portions of Stockpiles that remain after Removal of Topsoil.

Portions of stockpiles that remain after the removal of topsoil shall be reshaped as directed by the Engineer. Any additional temporary or permanent seeding, mulching and other erosion control measures that are required will be paid for under the appropriate items of work.

650.04 Method of Measurement.

(a) Topsoil, Item 650-A.

This item covers topsoil material furnished by the Contractor. Topsoil furnished by the Contractor will be measured in cubic yards {cubic meters} by loose measure in the delivery vehicle at the point of delivery.

(b) Topsoil from Stockpiles, Item 650-B.

This item covers topsoil made available to the Contractor in State furnished stockpiles on the Right of Way. This topsoil will be measured in cubic yards {cubic meters} by the cross section and average end areas method at the stockpile.

650.05 Basis of Payment.

(a) Unit Price Coverage.

Topsoil will be paid for at the contract unit price per cubic yard {cubic meter}, which shall be full payment for furnishing the topsoil, ground preparation handling, hauling, spreading, shaping, harrowing, disking, compaction, disposal of unacceptable material, and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

Topsoil from Stockpiles will be paid for at the contract unit price per cubic yard {cubic meter}, which shall be full payment for ground preparation, cleaning and removing debris from the topsoil, handling, hauling, spreading, shaping, harrowing, disking, compaction, and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

(b) Payment will be made under Item No.:

650-A Topsoil - per cubic yard {cubic meter}
650-B Topsoil from Stockpiles - per cubic yard {cubic meter}

SECTION 654
SOLID SODDING

654.01 Description.

This Section shall cover the work of furnishing solid grass sodding in designated locations throughout the construction limits of the work. Basic work consists of ground preparation, furnishing and placing required soil amendments, and furnishing and installing sod and maintenance of the sod including watering of the sod for the life of the contract.

654.02 Materials.

All materials shall conform to the requirements of Article 860.05. A list of acceptable mulch control netting products (LIST II-20, "TACKIFIERS, MULCH CONTROL NETTING, AND HYDRAULIC MULCH PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

654.03 Construction Requirements.

Areas to receive sod shall be prepared in accordance with the requirements for planting vegetation in soft soil given in Section 652. The requirements for ground preparation and the application of initial and final amendments to the soil shall apply to this work. The sod shall be placed on the prepared and amended soil with no gaps between the individual sod pieces or rolls. The entire sodded area shall be rolled with a weighted roller to set each piece of sod into the topsoil. Staking or stapling of sod is required on slopes 3:1 or steeper and all channel applications and shall be done without additional compensation. When required by the plans, mulch control netting shall be applied in accordance with Section 656 and shall be a subsidiary obligation.

The Contractor shall water, fill washes, and otherwise protect and maintain all sodded areas until the contract is accepted for maintenance or until the bond is released if a bond was required. Payment will not be made for areas of unsatisfactory stands of vegetative cover, the repair of areas damaged by the Contractor, or for the repair of washes in areas where sufficient erosion control measures are available to the Contractor. Requests from the Contractor for payment for areas of unsatisfactory sod will not be considered without the submittal of documentation of absolute adherence to the requirements for the establishment of the solid sodding.

The requirements given in Section 652 shall apply to the determination of a satisfactory installation of solid sod except that a 95 % living coverage will be required.

654.04 Method of Measurement.

Solid Sodding will be measured in square yards {square meters} from measurements made parallel to the surface of the area covered by the sod.

654.05 Basis of Payment.

(a) Unit Price Coverage.

Solid Sodding will be paid for at the contract unit price, which price shall be full compensation for furnishing the sod, ground preparation, planting, soil amendments, rolling, watering, and maintaining the sod until acceptance of the contract, and for all other materials, equipment, tools, and labor

necessary to complete the work. Additional fertilizer or agricultural limestone ordered by the Engineer will be paid at the verified invoice price plus 15 percent.

(b) Payment will be made under Item No.:

654-A Solid Sodding - per square yard {square meter}

SECTION 665
TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

665.01 Description.

This Section shall cover, but not limit, those items of temporary soil erosion and sediment control necessary for the management of construction stormwater discharge quality. The Contractor shall provide and maintain temporary soil erosion and sediment controls designed to protect the project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction. These temporary soil erosion and sediment controls shall be referred to as "Best Management Practices" (BMPs). A BMP is any procedure, process, technique, plan or device that can be utilized to enhance the control of soil erosion and sediment transport.

665.02 Materials.

(a) Temporary Seeding.

Seeds shall be furnished in accordance with the requirements given in Item 860.01(a)1. Seed mixes used for temporary seeding shall be in accordance with the following table:

TEMPORARY SEEDING	
September through December	
Annual Ryegrass	25 pounds per acre {28 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	10 pounds per acre {11 kg per hectare}
January through April 15	
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	30 pounds per acre {34 kg per hectare}
Annual Ryegrass	15 pounds per acre {18 kg per hectare}
April 16 through August	
Brown Top Millet	30 pounds per acre {34 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Hulled Bermuda Grass	10 pounds per acre {11 kg per hectare}

(b) Temporary Mulching.

Temporary mulching materials shall conform to the requirements given in Article 860.03 for Mulching Material.

(c) Temporary Pipe.

Temporary pipe may be constructed of any type of material that will be suitable for the required work. The inside diameter of the pipe shall be selected by the Contractor based on expected flows and shall be a minimum of 12 inches {300 mm} or as shown on the plans. End treatments, joint sections, and tees shall also be of materials and sizes that are suitable for the required work. Anchors shall be installed when required to keep the pipe in place.

(d) Polyethylene.

Polyethylene sheets may be of any size or color capable of serving the purpose intended provided it is of at least 4 mil {0.1 mm} in thickness.

(e) Temporary Coarse Aggregate.

Temporary coarse aggregate shall be either stone or concrete from the demolition of structures on the Right of Way.

Stone aggregate for stabilized construction entrances and temporary access roads to sedimentation basins shall meet the requirements for ALDOT Number 1 coarse aggregate given in Section 801. Concrete from the demolition of structures shall meet the gradation requirements for ALDOT Number 1 coarse aggregate given in Section 801. Reinforcing steel shall be removed from the concrete used for temporary coarse aggregate.

Stone aggregate for other erosion and sediment control purposes shall be the size shown on the plans and shall meet the requirements given in Section 801.

(f) Temporary Riprap.

Unless shown otherwise on the plans, temporary riprap shall be either stone or concrete from the demolition of structures on the Right of Way. Stone riprap shall meet the requirements for Class 2 riprap given in Section 814. Concrete from the demolition of structures shall meet the size and weight requirements given for Class 2 riprap in Section 814. Reinforcing steel shall be cut flush with the surfaces of the demolished concrete. The geotextile used for both underlayment and as a choker shall meet the requirements of AASHTO M288 for Permanent Erosion Control Geotextile, Class 1. A list of geotextile materials acceptable for use in this application (List II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements". Choker stone shall meet the requirements of Section 801.

(g) Hay Bales.

Bales may be either hay or straw containing 5 cubic feet {0.14 m^3} of material and having a weight {mass} of not less than 35 pounds {16 kg} with a minimum length of 3 feet {0.9 m}.

(h) Sand Bags.

Bags may be cotton, burlap, woven polypropylene, polyethylene, polyamide fabric or other material that will adequately confine the aggregate content for the duration of the use of the bag. Bags shall be filled with sand, limestone screenings or aggregate that is smaller than ALDOT #78. Fill material shall be selected by the Contractor based on the required bag application. Each filled bag shall have minimum dimensions of 18" x 12" x 3" {450 mm x 305 mm x 75 mm} and shall have a minimum weight {mass} of 30 pounds {13 kg}.

(i) Silt Fence.

Silt fence shall be a geotextile filter supported between metal posts with a woven wire mesh backing as shown on the plans. Posts shall be strong enough to provide and retain the fence configuration shown on the plans while being subjected to loading of silt, water and debris.

Silt fence shall meet the requirements given in Section 810 and AASHTO M 288 as supplemented by the following requirements:

- The minimum fence height shall be 24 inches {61.0 cm} with a T-post weight of at least 1.25 lbs/ft {1.9 kg/m}, and trenches should be offset by 6 in. {15.2 cm}. At the toe of a slope, silt fence(s) should be installed at a minimum distance of 6 ft {1.8 m} to provide an adequate storage volume. For concentrated impoundments, T-post spacing should be reduced to 5 ft {1.5 m} with the incorporation of a dewatering weir. The dewatering weir and all associated items and labor shall be a subsidiary obligation of the silt fence.
- The support backing for the geotextile shall be 14 gage steel woven wire mesh. The vertical spacing of the wire in the mesh shall be 6 {150 mm} inches. The minimum horizontal spacing of the wires shall be 6 inches {150 mm} and the maximum horizontal spacing shall be 12 inches {300 mm}. Geotextile ring fasteners shall have a spacing of 1 ft {0.3 m} on-center, and the filter fabric must be looped over the T-posts.
- The geotextile filter shall be either a non-woven geotextile or a woven geotextile composed of monofilament yarns.

A list of geotextile materials acceptable for use in this application (List II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(j) Wattles.

A wattle shall be a tubular shaped product specifically manufactured for erosion and sediment control. Biodegradable wattles shall be manufactured using interwoven biodegradable plant material such as straw, coir, or wood shavings in biodegradable or photodegradable netting that is of sufficient strength to resist damage during handling, installation and use. Wattles manufactured using non-biodegradable materials shall be completely removed from the project when no longer required or useful. Disposal shall be in accordance with recommendations from the wattle manufacturer.

The required minimum diameter of the wattle shall be determined based upon its intended application and shall be as follows unless shown otherwise on the plans. When installed for the purposes of slowing sheet flow or by interrupting the lengths of longer slopes (slopes longer than 50 feet {15 m}), the minimum diameter of the wattle shall be 9 inches {230 mm}. For all other applications including perimeter sediment barriers the minimum diameter of the wattle shall be 20 inches {500 mm}. Wattles of smaller than required diameter may be provided as a stacked installation in accordance with manufacturer recommendations for stacking if the total height of the installation is at least 20 inches {500 mm}. The diameter or height will be verified by measuring the wattle after installation. Wattles installed in a ditch check application shall have a geotextile underlayment that shall meet the requirements of AASHTO M288 for Permanent Erosion Control Geotextile, Class 1. A list of geotextile materials acceptable for use in this application (List II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements". A geotextile underlayment is not required if the ditch is otherwise lined with materials such as rolled erosion control product, sod, or established permanent vegetation.

A list of acceptable manufactured wattle products (LIST II-24 "TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(k) Silt Dikes.

Silt dikes shall be a triangular shaped cross section with a height of at least 8" {200 mm} in the center with equal length sides and a 16" to 20" {400 mm to 500 mm) base. The triangular shape shall be urethane foam. The outer cover shall be a woven geotextile fabric placed around the urethane foam. The geotextile shall also extend beyond both sides of the triangle at least 2 feet {600 mm}. Dikes shall be attached to the ground with wire staples in accordance with the silt dike manufacturer's recommendations.

(l) Brush Barrier.

Brush Barriers shall be constructed of selected brush, limbs and small trees from the clearing operations. The geotextile used for both underlayment and as a choker shall meet the requirements of AASHTO M288 for Permanent Erosion Control Geotextile, Class 1. A list of geotextile materials acceptable for use in this application (LIST II-3 "GEOTEXTILES") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(m) Manufactured Inlet Protection Device.

Manufactured Inlet Protection Devices shall be provided in accordance with requirements shown on the plans. Manufactured inlet protection devices shall consist of filter fabric held in place by a rigid frame. The frame shall be strong enough to support the stormwater flow and weight of any sediment that accumulates on the filter. The manufactured inlet protection device shall have an overflow feature to allow the passage of water during high flow conditions. The filter fabric shall have the following properties:

- Minimum Tensile Strength (Machine Direction) of 80 pounds {355 Newtons} (ASTM D 4632);
- Minimum Permittivity of 0.05 sec^{-1} (ASTM D 4491);
- Maximum Apparent Opening Size of US Std #30 sieve {0.60 mm} (ASTM D 4751);
- Minimum UV Stability of 70% (ASTM D 4355 at 500 hours).

A list of acceptable manufactured inlet protection devices (LIST II-24 "TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(n) Floating Basin Boom.

Floating basin booms shall consist of a reinforced fabric attached on the upper side to floatation members and ballasted on the lower side with chains or weights to form a bottom-tensioned floating curtain boom. Floating basin booms shall be devices manufactured specifically for use in containing sediment suspended in water.

All materials used in the floating basin boom shall comply with the requirements shown on the plan details and the manufacturer's recommendations for the intended application.

The floatation members shall be made of foam with a minimum diameter of 6 inches {150 mm} or as shown on the plans. The skirt depth below the foam floatation shall be a minimum of 5 feet {1.5 meters} or as shown on the plans. The ballast shall be galvanized proof coil chains or other acceptable weights capable of retaining the skirt in a vertical position. The boom shall be Yellow or International Orange in color.

Anchors capable of holding the floating basin boom in place shall be made of a material recommended by the manufacturer.

(o) Sedimentation Basins.

Components of sedimentation basins shall meet the requirements shown on the plans. Materials for the construction of the sedimentation basins shall be selected from the lists in the Department's "Materials, Sources and Devices with Special Acceptance Requirements" if lists are available for the materials. If lists are not available, materials shall be provided in accordance with all applicable Department specifications and shall be of a quality that enables the sedimentation basin to function as intended for the duration of the need of the sedimentation basin.

The Contractor shall submit a description of all of the materials proposed for the construction of the sedimentation basins. The proposed list of materials shall be submitted with the submittal of the Stormwater Management Plan (SWMP) that is described in Subarticle 108.04(b).

(p) Flow Baffles.

Flow Baffles shall be a rolled erosion control product supported between posts with a wire mesh backing as shown on the plans. The posts and wire mesh shall meet the same requirements as given for silt fence. The rolled erosion control product shall consist of 100 % coconut (coir) fibers and meet the following requirements:

- Minimum Weight of 20 ounces per square yard {678 grams per square meter} (ASTM D 5261);
- Open Area of 50% as determined by physical measurement.

A list of materials acceptable for use in this application (List II-24 "TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

(q) Basin Dewatering Devices.

Basin Dewatering Devices shall be a product or structure that withdraws water from the surface of the basin and meets the requirements that are shown on the plans. A list of acceptable basin dewatering devices- (List II-24 "TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRODUCTS") is given in the ALDOT manual titled "Materials, Sources, and Devices with Special Acceptance Requirements".

665.03 Construction Requirements.

(a) Erosion Control and Runoff Conveyance.

1. Temporary Seeding and Mulching.

a. Inspection to Evaluate Temporary Stabilization.

The project shall be inspected in accordance with the requirements given in Item 107.21(d)2. Areas of the project not undergoing active construction shall be evaluated for temporary stabilization requirements.

b. Temporary Mulching Only.

At locations where final grading should be completed within 60 calendar days, all bare ground shall be stabilized with temporary mulching applied by either hydraulic or conventional methods at a rate of no less than 3.0 tons per acre. Temporary stabilization measures shall be initiated by the end of the next business day, following the day when construction activities will temporarily cease for more than 7 days.

c. Temporary Seeding and Mulching.

At locations where final grading will not be completed within 60 calendar days, all bare ground shall be stabilized with temporary seeding and mulching. Temporary stabilization measures shall be initiated by the end of the next business day, following the day when construction activities will temporarily cease for more than 60 days.

Ground preparation will not be required for temporary seeding and temporary mulching except as follows. Areas to be seeded temporarily shall be left in a rough graded condition. Areas that are smooth or hard shall be lightly scarified with scarifying teeth or some other acceptable method, running perpendicular to the direction of water flow. The intent of this scarifying is to obtain a rough area to hold seed and prevent the formation of rills and gulleys. Areas where sight distances must be maintained shall be bladed smooth. All debris in these areas shall be removed to allow mowing.

Application of 1000 pounds {1120 kg} of 8-8-8 fertilizer per acre {hectare} shall be applied by either hydraulic or conventional methods. Seeding and mulching shall also be applied by either hydraulic or conventional methods at a rate of no less than 2.0 tons per acre, separately or concurrently with fertilizer.

d. Anchoring of Temporary Mulching near Traffic and Streams.

Temporary mulch within 10 feet {3 meters} of traffic or live streams shall be anchored by either crimping, the application of a tackifier adhesive, or the installation of a mulch control netting in accordance with the requirements given in Section 656.

e. Acceptance of Temporary Seeding and Mulching.

Full payment for Temporary Mulching will be made after application of the mulch in accordance with the requirements given in Section 656. Payment for Temporary Seeding will be made in full upon satisfactory application. Acceptance of the Temporary Seeding item requires a cover of living plants capable of effectively preventing soil erosion until such time that permanent soil erosion prevention measures can be installed.

2. Polyethyelene.

Polyethylene sheets shall be placed to eliminate soil erosion on the surfaces of slopes, berms, ditches, and at other locations shown on the plans, accepted SWMP, or as directed by the Engineer. The sheets shall be installed flat and securely anchored to the ground after the ground has been cleared of all objects that may tear the sheets. Upstream sheets shall overlap downstream sheets a minimum of 6 inches {150 mm}. Anchors are considered incidental to this work.

3. Temporary Earth Berms.

Temporary earth berms shall be constructed at the top of cut or fill sections and at other locations where the diversion of water is required. Stream diversion is addressed in Sections 107 and 524. Temporary earth berms shall be constructed at locations shown on the plans, the approved SWMP or as directed by the Engineer. Temporary earth berms may be plated with polyethylene or aggregate. The height of the berms shall be a minimum of 2 feet {600 mm} after compaction. The width of the top of the berm shall be 2 feet {600 mm} with 2:1 side slopes. The construction of berms is encouraged and berms of a very temporary nature may be constructed by the windrowing of material. There will be no direct payment for berms not meeting requirements given in this Section and the requirements shown in the plans. If Pay Item 665-T is not included in the contract, the cost of constructing Temporary Earth Berms will be considered incidental to the grading operation.

4. Temporary Pipe.

Temporary Pipe shall be sized to carry the anticipated volumes of flow and shall be installed as permitted by the Engineer or as shown on the plans. The length shall be as determined by the Engineer. Temporary pipes may be placed without the bedding requirements required for the installation of permanent pipe. Pipes shall be securely anchored. Any required tees or joint sections are considered incidental to the work. End treatments shall be installed in a manner to allow the pipe to function effectively.

5. Stabilized Construction Entrance.

Stabilized construction entrances shall be constructed of materials, at the locations, and to the dimensions shown on the plans, as modified in the accepted SWMP or as directed by the Engineer. The Contractor shall be responsible for maintaining the construction entrance to prevent sediment tracking.

6. Dust Control.

The contractor shall prevent visible dust from leaving the project site by the use of water, dust control agents, or other effective means as approved and directed by the Engineer. Dust control shall be considered ineffective where dust creates a potentially unsafe condition, public nuisance or condition endangering the value, utility or appearance of any property. There will be no direct compensation for dust control.

7. Slope Tracking.

Slope tracking or the surface roughening of slopes shall be accomplished by the walking of tracked equipment upslope and downslope (not along the slope) over the entire erodible area. Slope tracking shall be performed on slopes that are 4:1 or steeper and longer than 20 feet. Slope tracking shall be performed immediately after the final shaping of the slope.

(b) Sediment Control.

1. Placement of Sediment Control BMPs in Streams.

Sediment control BMPs shall not be placed in a live stream for the purpose of capturing upland sediment. Additionally, no live stream shall be dammed or ponded for the purpose of water access and usage. Secondary sediment control BMPs in the form of Floating Basin Booms may be placed in live streams parallel to the flow along the bank only as shown in the plans or at the direction of the Engineer.

2. Ditch Checks.

Ditch checks shall be constructed at locations shown on the plans, the accepted SWMP or as directed by the Engineer. Materials and products used to construct ditch checks may include sand bags, hay bales, wattles with geotextile, silt fence, silt dikes, or rock with geotextile. The materials used shall be installed in accordance with the requirements given in this Section, the requirements shown on the plans and the manufacturer's recommendations for manufactured products.

3. Sediment Barriers.

Sediment barriers shall be constructed at the locations shown on the plans, the accepted SWMP or where directed by the Engineer to intercept sheet flow runoff and to treat concrete washout wastewater. Sediment barriers utilized for sediment control adjacent to the construction limits or a live steam shall be installed prior to beginning any grubbing work in the contributing drainage area. Types of sediment barrier may include silt fence, hay bales, sand bags, silt dikes or wattles. The materials used shall be installed in accordance with the requirements given in this Section, the requirements shown on the plans and the manufacturer's recommendations for manufactured products.

4. Brush Barriers.

Brush barriers shall be constructed at the locations shown on the plans, the approved SWMP or where directed or permitted by the Engineer. Brush barriers may be constructed in rural areas where natural ground is sloping away from the project. Brush barriers shall be compacted to a relatively dense barrier with uniform heights of between 3 and 5 feet and base widths of between 5 and 10 feet {between 1.5 m and 3.0 m} perpendicular to the flow. Geotextile underlayment and geotextile choker shall be securely attached to the faces of brush barriers. These barriers shall be removed when no longer needed unless otherwise directed by the Engineer.

5. Inlet Protection.

Inlet protection shall be installed at locations and in accordance with requirements shown on the plans for the appropriate stages of construction or as directed by the Engineer. Approved manufactured products shall be installed as per manufacturer's recommendations. Site constructed protection may include wattles, silt fence, sand bags, drainage sumps or other practices shown on the plans or directed by the Engineer. In no case will in-structure protection be allowed.

Stage 1 Inlet Protection shall be installed after the outflow drainage has been installed and prior to the construction of the inlet. Stage 1 Inlet Protection shall be ditch checks and/or sediment barriers and shall allow sufficient access to continue inlet construction.

Stage 2 Inlet Protection shall be installed after the inlet is constructed and prior to backfilling. Stage 2 Inlet Protection shall be a sediment barrier. Hay bales are not acceptable for use during this stage of inlet construction.

Stage 3 Protection is required after inlets are completed through grate installation and prior to complete stabilization of the area surrounding the inlet. Stage 3 Inlet Protection for drop inlets shall be in accordance with requirements and details shown on the plans. Stage 3 Inlet Protection shall be a manufactured inlet protection device or constructed with coarse aggregate, wattles or sand bags. Hay bales are not acceptable for use during this stage of inlet construction.

Stage 4 Inlet Protection for drop inlets shall be in accordance with requirements shown on the plans. Stage 4 Inlet Protection shall be a manufactured inlet protection device or constructed with hay bales, wattles or sandbags stacked at least three bags high. Hay bales, sand bags and wattles shall be used as a barrier along the perimeter of the slope paved apron as shown on the plans for a minimum distance of 20 feet {6.1 m}. If impervious surfaces extend beyond 20 feet {6.1 m}, sand bags shall be used as a barrier across the surface 20 feet {6.1 m} from the inlet. Stage 4 Protection will only be required where there is surrounding impervious surfaces that may receive sediment laden runoff.

All inlet protection installations shall be constructed to ensure that runoff does not bypass the inlet. Components of inlet protection may be reused on future installations provided the condition meets the material requirements given in this Section.

6. Outlet Protection.

Outlet protection required by the plans or directed by the Engineer shall be installed in accordance with the details shown on the plans as soon as practicable after the completion of the drainage structures.

7. Drainage Sumps.

Temporary drainage sumps shall be constructed as shown on the plans and in locations directed or permitted by the Engineer using the Erosion and Sediment Control Plan (ESCP) as guidance for the location. In general, the shape should be rectangular at the surface with the longer dimension parallel to the flow of water. The minimum volume shall be that shown on the plans. Sumps may be constructed with larger volumes as directed and permitted by the Engineer.

Construction of the sumps shall be accomplished by methods and equipment suitable for the purpose and acceptable to the Engineer. The sump may be supplemented by the use of a ditch check, temporary pipe, polyethylene or other temporary items shown on the plans or approved by the Engineer.

When the sump is deemed of no further use, it shall be backfilled with suitable material and compacted as directed and the area dressed and shaped to blend with the adjacent natural ground.

8. Sedimentation Basins.

Sedimentation basins shall be constructed in accordance with the details shown on the plans and at the locations shown on the plans or as directed by the Engineer. Sedimentation basins shall be constructed prior to beginning grading operations in the contributing drainage area. Where sedimentation basins are to be constructed in locations where permanent ditches are required, the required ditch lines and grades shall be utilized for the construction of the sedimentation basins. During removal of the sedimentation basin, aggregate used to construct the sedimentation basin may remain in the ditch as a permanent lining. Sedimentation basins are designed to allow the removal of sediment and turbidity from stormwater runoff by the flocculation and settlement of suspended particles. The removal of sediment and turbidity shall be accomplished by the retention of stormwater runoff in the basin for a period of time before completely draining. In no case shall sediment be allowed to exceed one third of the height of the forebay or drainage sump adjacent to the inlet of the basin.

Access roads to facilitate maintenance efforts shall be constructed of materials, at the locations, and to the dimensions shown on the plans, as modified in the accepted SWMP or as directed by the Engineer. The Contractor shall be responsible for maintaining the access road until directed by the Engineer to perform basin removal or retrofit. The Contractor shall take care during removal of accumulated sediment to not puncture the basin liner. The Contractor shall also take care during removal or retrofit of the sedimentation basin to not excavate past the original basin bottom elevation unless otherwise directed by the Engineer.

9. Flow Baffles.

Flow Baffles shall be installed in sedimentation basins or ditch applications as required by the plans to reduce the velocity of stormwater runoff. They shall be installed in accordance with the details shown on the plans.

10. Basin Dewatering Devices.

Basin Dewatering Devices shall be installed in sedimentation basins in accordance with the details shown on the plans. Each device shall be capable of dewatering the full capacity of the basin over a period of 72 hours unless otherwise specified in the plans. Each device shall have a shutoff valve on the outlet pipe that should remain closed until discharges meet state water quality standards and the requirements of the ADEM NPDES General Permit.

11. Floating Basin Booms.

Floating basin booms shall be installed only for secondary sediment containment or to prevent the migration of sediment within a water body. Floating Basin Booms shall be installed at the locations shown on the plans, the accepted SWMP or as directed by the Engineer. Installation shall be as shown on the plans and as recommended by the manufacturer. Basin Booms shall not be installed in locations where they will not be effective or in conditions where continuous maintenance is not practical.

(c) Maintenance and Removal Requirements.

The Contractor shall be responsible for daily inspection, daily preventative maintenance and immediate repairs of all temporary soil erosion and sediment control items. The Contractor shall maintain on-site, or have readily available, sufficient erosion and sediment control devices and materials to perform maintenance, repairs, and prepare the site for impending rain events. All BMPs which capture sediment shall be cleaned by the removal and disposal of sediment when the holding capacity reaches one third full and when necessary for the BMP to remain functional. Any offsite sediment loss shall be removed as directed by the Engineer. Any offsite tracking of sediment onto public roadways shall be removed by the end of the same business day, and construction entrances shall be stabilized as needed. Sediment removed during the maintenance of BMPs or collected from off-site cleanup should be reincorporated into the site or disposed of as approved by the Engineer.

All temporary soil erosion and sediment control BMPs shall be removed from the project when no longer needed unless shown otherwise on the plans, the accepted SWMP, or directed or permitted by the Engineer. Removal of temporary controls shall be only after permanent controls are in place and functioning properly. The removal of all controls shall be followed by the immediate stabilization of the area as directed by the Engineer.

665.04 Method of Measurement.

(a) Temporary Seeding.

Temporary Seeding (Item 665-A) will be measured in acres {hectares} computed from surface measurements taken parallel to the treated surface. Computations will be to the nearest 0.1 of an acre {0.01 ha}.

(b) Temporary Mulching.

Temporary Mulching (Item 665-B) will be measured in units of tons {metric tons}. Proof of material weight shall be provided to the Engineer by the Contractor upon delivery of the materials to the project site. The weight ticket shall contain all items required in Subarticle 109.01(h)2. with the exception of the name of the producer and the truck number.

(c) Temporary Pipe.

Temporary Pipe (Item 665-C) will be measured in linear feet {meters} to the nearest foot {0.1 m} with measurements taken along the center line of the pipe.

(d) Polyethylene.

Polyethylene sheets (Item 665-E) will be measured in square yards {square meters} computed from surface measurements of the area treated. Computations will be to the nearest 0.1 square yard {0.1 square meter}.

(e) Temporary Earth Berms.

Temporary Earth Berms (Item 665-T) will be measured in linear feet {meters} to the nearest foot {0.1 meter} with measurements taken along the top of the berm. Aggregate or polyethylene protection will be paid separately if directed or permitted by the Engineer. There will be no direct payment for berms not meeting requirements given in this Section or shown in the plans.

(f) Temporary Coarse Aggregate.

Temporary Coarse Aggregate (Item 665-N) will be measured in units of tons {metric tons}.

(g) Temporary Riprap.

Temporary Riprap (Item 665-I) will be measured in units of tons {metric tons}. Geotextile installed both as underlayment and as a choker for riprap ditch checks shall be measured separately and payment made in accordance with the requirements given in Section 610. If provided in the plans, stone used for choking shall be measured separately and paid in accordance with the appropriate pay item.

(h) Hay Bales.

Hay Bales (Item 665-F) will be measured per each bale unless used in Stage 4 Inlet Protection.

(i) Sand Bags.

Sand Bags (Item 665-G) will be measured per each bag unless used in Stage 3 or 4 Inlet Protection.

(j) Silt Fence and Silt Fence Removal.

Silt Fence (Item 665-J) and Silt Fence Removal (Item 665-O) will be measured along the top of the fence fabric in linear feet {meters} to the nearest foot {0.1 m}.

(k) Wattles.

Wattles (Item 665-Q) will be measured after installation in linear feet {meters} to the nearest 0.1 foot {0.01 meter} with measurements taken along the top of the wattle installation unless used in Stage 3 or 4 Inlet Protection. Wattles installed as sediment barriers or ditch checks shall have a diameter of 20 inches {500 mm} verified by measurement of the circumference anywhere along the length of the wattle which shall be at least 56 inches {1.42 m}. Payment for stacked wattles will be made at the contract price for a single 20 inch {500 mm} diameter wattle. Wattles installed as slope interrupters shall have a diameter of 9 inches {230 mm} verified by measurement of the circumference anywhere along the length of the wattle which shall be at least 25 inches {0.64 m}. Field measurements will be used to verify lengths shown on shipping documentation. The lesser of the two lengths will be used for payment. Geotextile installed as underlayment for wattle ditch checks shall be measured separately and payment made in accordance with the requirements given in Section 610.

(l) Silt Dikes.

Silt Dikes (Item 665-R) will be measured in linear feet {meters} to the nearest 0.1 foot {0.01 meter} with measurements taken along the top of the dike.

(m) Brush Barriers.

Brush Barriers (Item 665-S) will be measured in linear feet {meters} to the nearest foot {0.1 meter} with measurements taken along the top of the barrier. Geotextile installed both as underlayment and as a choker will be measured separately and payment made in accordance with the requirements given in Section 610.

(n) Inlet Protection.

Materials used to construct Stage 1 and 2 Inlet Protection will be measured for payment as appropriate for items such as silt fence, wattles, hay bales, etc. This also applies to curb inlet protection necessary beyond Stage 2.

Stages 3 and 4 Inlet Protection (Item 665-P) for drop inlets will be measured per each stage of each inlet protected if protected in accordance with the details shown on the plans.

(o) Drainage Sump Excavation.

Drainage Sump Excavation (Item 665-K) will be measured in cubic yards {cubic meters} computed from dimensions of the sump size and depth approved by the Engineer. Material removed during sump maintenance operations will be measured for payment as Drainage Sump Excavation to the nearest cubic yard {0.1 cubic meter}. No measurement will be made for material used as backfill when the sump is closed.

Removal of sediment collected by sedimentation basins, sediment retention barriers, ditch checks and inlet protection will be measured as drainage sump excavation if soil erosion is being prevented to the maximum extent practicable.

If the proposal does not contain this item, measurement and payment will be made under the Item of Unclassified Excavation. Material removed will not be paid as muck excavation regardless of the consistency.

(p) Sedimentation Basins.

Each component and work item required for the construction of a Sedimentation Basin will be measured individually for payment. Excavation and embankment will be measured as Unclassified Excavation. Removal of captured sediment will be measured as Drainage Sump Excavation. Typical items required to construct the sedimentation basin may include unclassified excavation, aggregates, riprap, filter fabric, polyethylene, flow baffles, rolled erosion control products, seeding, basin dewatering device, temporary pipe, etc. Access roads to sedimentation basins, as shown in the plans or as directed by the Engineer, will be measured separately and payment made as Temporary Coarse Aggregate (Item 665-N) and geotextile in accordance with the requirements given in Section 610, unless otherwise specified in the plans. No measurement will be made for access roads installed without the approval of the Engineer.

(q) Flow Baffles.

Flow Baffles (Item 665-H) will be measured along the top of the baffle material in linear feet {meters} to the nearest foot {0.1 m}.

(r) Basin Dewatering Devices.

Basin Dewatering Devices (Item 665-X) will be measured per each. Elevated device rest, outlet pipes, valves, and end treatments serving the basin dewatering device are considered to be a part of the device and will not be measured separately for payment.

(s) Temporary Pipe End Treatments.

Temporary Pipe End Treatments (Item 665-D) will be measured per each.

(t) Floating Basin Booms.

Floating Basin Booms (Item 665-L) will be measured in linear feet {meters} to the nearest 0.1 foot {0.01 meter} with measurements taken along the top line of the boom.

665.05 Basis of Payment.

(a) Unit Price Coverage.

The unit price for all temporary erosion and sediment control items, except drainage sumps and silt fence, shall be full compensation for furnishing all materials unless otherwise noted, the construction and installation of the materials into complete erosion or sediment control measures, and shall include all equipment, tools, labor and incidentals necessary to complete the work, to perform maintenance to keep work in an acceptable condition, and to remove the items when no longer needed as directed by the Engineer. The excavation of sediment collected by drainage sumps, ditch checks, sediment barriers and other sediment control BMPs will be considered for payment as Drainage Sump Excavation as long as erosion is being controlled to the maximum extent practicable. Direct payment will be made for the removal of silt fence.

Payment for Stage 3 and Stage 4 Inlet Protection shall include the installation and maintenance of all items at quantities shown on the plans as being required or permitted.

Payment for sedimentation basins will be made for individual components and work items required for construction and shall be full compensation for the installation, maintenance and removal of all components of the sedimentation basin as constructed in accordance with requirements shown on the plans. Payment for access roads to sedimentation basins will be made for individual components required for the construction and shall be full compensation for the installation, maintenance and removal when no longer needed as directed by the Engineer.

In the event that additional temporary or permanent erosion and sediment control measures become necessary due to the negligence or actions of the Contractor, or for the contractor's convenience the temporary work shall be performed at the Contractor's expense. Temporary or permanent erosion control measures installed in previously stabilized areas that are necessary due to required work sequencing will be paid as outlined in this section.

Payment will not be made for any temporary erosion or sediment control measures installed due to the methods chosen by the Contractor to perform the required work. Measures include those utilized for convenience, for access to the work (work bridges or platforms, stream crossings, access roads, haul roads), those utilized for treating or handling water in order to assist the Contractor in the execution of the work (diversions, dewatering, conveyances) or those utilized for protecting the Contractor's work or staging areas. Payment will also not be made for measures installed outside of the right of way or easements such as material pits, haul or access roads, plant sites, and staging areas.

(b) Payment will be made under Item No.:

665-A Temporary Seeding - per acre {hectare}
665-B Temporary Mulching - per ton {metric ton}
665-C Temporary Pipe - per linear foot {meter}
665-D Temporary Pipe End Treatment - per each
665-E Polyethylene - per square yard {square meter}
665-F Hay Bales - per each
665-G Sand Bags - per each
665-H Flow Baffle - per linear foot {meter}
665-I Temporary Riprap, Class ____ - per ton {metric ton}
665-J Silt Fence - per linear foot {meter}
665-K Drainage Sump Excavation - per cubic yard {cubic meter}
665-L Floating Basin Boom - per linear foot {meter}
665-N Temporary Coarse Aggregate, ALDOT Number ____ - per ton {metric ton}
665-O Silt Fence Removal - per linear foot {meter}
665-P Inlet Protection, Stage 3 or 4 - per each

666.01 Description.

665-Q Wattle - per linear foot {meter}
665-R Silt Dike - per linear foot {meter}
665-S Brush Barrier - per linear foot {meter}
665-T Temporary Earth Berm - per linear foot {meter}
665-X Basin Dewatering Device - per each

SECTION 666
PEST CONTROL

666.01 Description.

The work covered by this Section shall consist of furnishing and applying designated chemicals to control certain destructive pests, namely, Armyworm, Fall Armyworm, Cutworm, Spittlebug, White Grubs and Pine Bark Beetles.

Because of the destructive nature of the action of these pests to trees and ground cover with the possible result of erosion and ultimate siltation of areas, control of these pests is a necessity.

Both the Engineer and the Contractor have the responsibility of continually observing the planted areas for possible pest damage. The Contractor should, upon observing any of these pests, report such to the Engineer, both verbally and in writing.

The Engineer will verify any reports of this type of pest and direct appropriate treatment to be taken.

The following brief descriptions are provided for ease in recognizing these pests:

Armyworm: A medium size caterpillar of dark green color with white stripes on sides and down the middle of the back, Size, approximately 1 inch {25 mm} in length. This worm usually feeds only at night destroying foliage.

Fall Armyworm: A medium size caterpillar of dark green color with white stripes on sides and down the middle of the back with a distinctive yellow inverted "Y" on the head capsule. Size, approximately 1 inch {25 mm}. This worm will feed both day and night destroying foliage.

Cutworm: A fat bodied caterpillar with a greasy appearance, color mostly greybrown or mottled on top and lighter color underneath. Size, approximately 1 to 2 inches {25 to 50 mm} in length when full grown. This worm hides during the day and feeds at night, destroying foliage.

Spittlebug: Most easily identified by a frothy mass of plant juice at the forks of plant stems resembling spittle. This pest lives inside the spittle mass.

White Grubs: The immature (larval) stage of June or May beetles. Length, 0.5 to 1.5 inches {13 to 38 mm}, have three pairs of legs near the head, and characteristically rest in a C-shaped position. Their heads and rear ends are brown. Green June Beetle grubs crawl on their backs with their legs up.

Pine Bark Beetles: These beetles are distinguished from other bark beetles in that the rearward end of the abdomen is scooped out and spined (4 to 6 spines on each side). The southern pine beetle and black turpentine beetle have a more rounded abdomen. The black turpentine beetle is the larger of the two, being about 1/4 inch {6 mm} long . The southern pine beetle is about 1/8 {3mm} inch long. All of the pine bark beetles are roughly cylindrical and are dark brown to black.

666.02 Material.

The treatments to be used under this Section shall be as per the current Alabama Pesticide Handbook or Guidelines as may be issued by the Alabama Cooperative Extension Service. As new pesticide materials are approved by the State Department of Agriculture and Industries, the Bureau of Construction may allow their use upon written request by the Contractor.

All chemicals shall be a product of a reputable manufacturer, processed in accordance with all State and Federal regulations for such manufacture.

Restricted Use of Insecticides

Whenever the State Department of Agriculture and Industries or other Federal or State agency restricts the use of any insecticide on highway right-of-way, its initial or continued use shall require the approval of the Construction Engineer. It is illegal to place herbicides in a manner that is not consistent with the requirements shown on the insecticide container labeling.

666.03 Construction Requirements.

(a) General.

The Engineer after verification of the pest occurrence and identification of the type pest shall direct the use of treatments as noted in Article 666.02 in accordance with the following:

Equipment used in the application shall be designed for the application method to be used and approved by the Engineer for use.

The application of pesticides shall be performed by or under the direct supervision of a licensed pesticide applicator, licensed in the area of right-of-way pest control. Uniform coverage is required. If uniform coverage is not obtained, the Contractor shall retreat the entire area in such a manner that uniform coverage is obtained. Retreatment because of uneven coverage shall be without additional cost to the State. Retreatment shall not be performed within seven days of the original treatment. All treatments shall be at the direction of the Engineer.

In all treatments, dilutions of liquids and technical material dosage applied shall follow label instructions, these Specifications and be verified by the Engineer.

Any change to the dilution rates of a specific chemical or the substitution of chemicals other than those meeting the requirements of Article 666.02 must have prior written approval of the Construction Engineer and any such approved change must be without additional cost to the State.

(b) Safeguards.

Safeguards in applying insecticides are the responsibility of the Contractor, and he shall be responsible for any damage to humans or wildlife incurred during application operations.

The following are minimum basic safeguards to be observed.

1. Avoid drift of any spray or dust material on adjacent property.
2. Confine Sprays or Dust to areas that will not contaminate streams or lakes adjacent to the Right-of-Way.
3. Carbaryl (Sevin) and Malathion are highly toxic to bees; therefore, if spraying or dusting is carried out near bee yards, give advance notice to beekeeper so that he can protect his bees.
4. In general, spraying with ground equipment is the least hazardous to wildlife; therefore, all treatment shall be applied by approved ground driven equipment unless approved otherwise by the Engineer.
5. Operators of spraying or dusting equipment must wear the recommended apparel for specific insecticides being applied in executing this work.
6. Only qualified personnel will be permitted to engage in this type operation. The Contractor or subcontractor shall submit, if required by the Alabama Department of Transportation, a list of the roads, railroads, or other areas that he has treated. This list must be certified by the official for whom the work was performed.
7. Normally, pesticide spraying will be restricted to roadside areas which are under construction, and subsequently, are not open to the public. However, should areas such as scenic overlooks, rest areas, etc., be ordered treated, precautions for the protection of the public must be taken; namely, by keeping pedestrians off the area until the insecticide dissipates from the turf area to a point that it is no longer an area of concern in accordance with the product labeling.

666.04 Method of Measurement.

Item 666-A will be measured in acres {hectares} computed from surface measurements taken parallel to the treated surface. Computations will be to the nearest 0.1 of an acre {0.1 ha}.

Item 666-B will be measured by the gallon {liter} of dispensed solution with measurements taken from the storage vessel before and following dispersal to determine the actual amount of solution used. Computations will be to the nearest gallon {L}.

Item 666-C will be measured by the square yard {square meter} of dispensed solution with surface measurements taken parallel to the treated surface. Computations will be to the nearest 0.1 square yard {0.1 square meter}.

666.05 Basis of Payment.

(a) Unit Price Coverage.

Completed and accepted pest control treatment measured as noted above shall be full compensation for the furnishing of the respective insecticide noted, for the uniform application of the

insecticide and for all materials, equipment, tools, labor and incidentals necessary for the satisfactory completion of the work.

(b) Payment will be made under Item No.:

666-A Pest Control Treatment- per acre {ha}
666-B Spot Pest Control Treatment - (*) (**) (***) (****) per gallon {L}
666-C Spot Pest Control Treatment - (*) (**) (***) (****) per square yard {square meter}

* Specify Type
** Specify Rate
*** Specify Carrier Rate of Application
**** Specify Type of Carrier

SECTION 674
CONSTRUCTION SAFETY FENCE

674.01 Description.

This Section shall cover the work of furnishing, erecting, maintaining, and removing construction safety fence as shown on the plans, or directed by the Engineer, for the purpose of directing pedestrian traffic safely through construction work areas.

674.02 Materials.

Construction Safety Fence shall consist of a plastic, open-mesh fencing material, which shall be bright orange in color, and mounted on posts by means of adjustable belts or loops or other means that will securely hold the fencing in an upright position.

Posts may be of any type material that will adequately serve the intended purpose for the duration of the project.

Fence material shall weigh at least 12 pounds per 100 foot long roll (four foot wide roll) {5.4 kg per 30 meter long roll} ({1.21 meter wide roll}).

The Department has established a list (List V-7) of acceptable Construction Safety Fences. The Contractor may furnish any of the safety fences shown on this list. The list is given in the Department's manual, "MATERIAL, SOURCES AND DEVICES WITH SPECIAL ACCEPTANCE REQUIREMENTS."

674.03 Construction Requirements.

Construction Safety Fence shall be installed as shown in the plans and as directed by the Engineer.

The fence shall be continuous, four feet in height above the ground surface, and shall be spliced together only at support posts with a minimum 6 inch {150 mm} overlap. The maximum spacing between posts shall be 10 feet {3 meters}.

The Contractor shall maintain the integrity of the fence as long as the engineer deems necessary and while construction or associated activities are ongoing in the vicinity of the area enclosed or delineated by the fence.

The Contractor shall routinely inspect the fence and correct any deficiencies immediately. The fence shall remain in place until the Engineer directs that it be removed. The fence materials shall remain the property of the Contractor and may be reused at other locations, provided they are in satisfactory condition for reuse as determined by the Engineer.

Posts and the hardware for attaching the construction safety fence to the posts shall be considered a necessary requirement of the construction safety fence installation and no direct payment will be made for such.

674.04 Method of Measurement.

Construction Safety Fence will be measured in linear feet {meters} to the nearest 0.1 of a foot {0.1 meter} along the line of the completed fence.

674.05 Basis of Payment.

(a) General.

The unit price for Construction Safety Fence shall be payment in full for furnishing all materials and for all labor, tools, equipment, and incidentals necessary for performing all work involved in constructing, maintaining, removing, and disposing of the construction safety fence.

(b) Payment will be made under Item No.:

674-A Construction Safety Fence - per linear foot {meter}

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibllity for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points, and furnish all lines and grades necessary for the bridge construction from the initial layout

to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be assigned a fractional part of the lump sum as shown on the plans.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made on monthly estimates. The amount paid each month will be a percentage of the lump sum contract amount. This percentage shall be the same as the percentage of work performed during the estimate period.

When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 703
TRAFFIC CONTROL MARKINGS AND LEGENDS

703.01 Description.

This Section shall cover the work of placing permanent or temporary traffic control markings and legends at the locations shown on the plans or where directed by the Engineer. Preformed thermoplastic markings may be used for permanent striping, and for other circumstances as designated by the Engineer. This Section shall also cover the removal of existing or temporary traffic control markings and legends.

703.02 Materials.

(a)General.

Materials shall be furnished in accordance with the requirements given in Sections 856 and 857. The required dimensions, color, type of material and reflectivity will be shown on the plans.

The required type of material will be designated by "Class" and "Type" in accordance with the requirements given Section 701

Class 1H, Class 2, and Class 2T materials shall be in compliance with the formulations given in the tables in Section 856 for each class.

Class 1, Class 3, Class W, Preformed Traffic Markings, and Drop On Glass Beads shall be one of the materials shown on List V-3, Temporary Traffic Marking Materials, and List V-4, Permanent Traffic Marking Materials. These lists are in the Department's Manual, "Materials, Sources, and Devices with Special Acceptance Requirements". Information concerning these lists is given in Subarticle 106.01(f) and ALDOT-355.

Preformed traffic markings and legends shall also meet the requirements given in Article 856.09. All preformed traffic markings and legends shall meet the dimensions as shown in the plans and shall meet the tolerance requirements given in Item 703.03(c)1.

703.03 Construction Requirements.

(a) Acceptance Program for Traffic Marking Materials.

The guidelines for the evaluation and acceptance of traffic marking materials are given in the procedure ALDOT-420 "Acceptance Program for Traffic Marking Materials". These guidelines shall be followed in the furnishing and placement of traffic markings and legends.

(b) Temporary Traffic Markings and Legends.

Temporary traffic control markings and legends shall be furnished and placed in accordance with all of the requirements given in Section 701 for Temporary Traffic Stripe except for the placement tolerances for length and width. The length of the markings and legends shall be no greater than 2 inches {50 mm} over or 1 inch {25 mm} under the required length. The width of the markings and legends shall be no greater than 1/2 of an inch {12 mm} over or 1/2 of an inch {12 mm} under the required width.

(c) Permanent Traffic Markings and Legends.

1. Applicator Applied Traffic Markings and Legends.

Permanent traffic control markings and legends shall be furnished and placed in accordance with all of the requirements given in Section 701 for permanent traffic stripe except for the following:

- Any type of equipment may be used that produces acceptable results;
- Class 2 thermoplastic shall be placed to produce a minimum uniform thickness of 0.125 inches {3.0 mm}.
- The length of the markings and legends shall be no greater than 2 inches {50 mm} over or 1 inch {25 mm} under the required length.
- The width of the markings and legends shall be no greater than 1/2 of an inch {12 mm} over or 1/2 of an inch {12 mm} under the required width
- Beads may be hand placed.

2. Preformed Traffic Markings and Legends.

a. General

All preformed traffic markings and legends shall be applied in accordance with the manufacturer's recommendations. Preformed thermoplastic may be applied to asphalt and concrete surfaces. Asphalt pavement shall be allowed to cure for a period of 14 calendar days before the application of the thermoplastic. Concrete pavement shall be allowed to cure for a period of 30 calendar days before the application of the thermoplastic. All preformed traffic markings and legends shall be a minimum uniform thickness of 0.125 inches {3.0mm}.

b. Surface Preparation Prior to the Application of Preformed Thermoplastic.

Areas to be striped shall be thoroughly cleaned of all dirt, oil and other debris in a way that will not damage the pavement surface.

Curing compound on concrete surfaces shall be removed by grinding, wire brushing, sand blasting or other effective means.

Striping shall not begin until the Engineer has inspected the pavement surface and has informed the Contractor that striping may begin.

c. Weather Conditions for the Application of Preformed Thermoplastic.

Preformed thermoplastic shall not be placed during rain or mist or if the pavement surface is wet. All preformed thermoplastic markings and legends shall be placed per the manufacturer's recommended directions. The Engineer shall be furnished a copy of these recommendations for installation inspection purposes.

d. Composition of Preformed Thermoplastic.

The preformed thermoplastic shall consist of high quality materials, pigments and glass beads or other reflective material uniformly distributed throughout their cross-sectional area, with a reflective layer of spheres or other reflective material embedded in the top surface.

3. Specialty Traffic Markings and Legends.

Specialty Traffic Markings and Legends shall be placed where indicated on the plans and in accordance with the Special Drawings or plan details. Specialty Traffic Markings and Legends shall meet all of the requirements given in Subarticle 703.02(a) and Item 703.03(c)2.

(d) Retroreflectivity of Traffic Markings and Legends.

The white and yellow pavement markings shall attain an initial retroreflectance of not less than 250 mcd/lx·m2. All pedestrian crosswalks, bike lane symbols and messages in a proposed bike lane shall attain initial retroreflectivity of not less than 250 mcd/lx·m2.

The Engineer will measure the retroreflectivity of emplaced preform thermoplastic material for each color at 5 random locations throughout the project selected in accordance with the requirements given in ALDOT Procedure 210.

If the average of the 5 retroreflectivity measurements is 85 % of the target retroreflectivity, or greater, the stripe will be accepted without a price adjustment for retroreflectivity.

If the average of the 5 retroreflectivity measurements is less than 85 % and greater than 50 % of the target retroreflectivity, the stripe will be paid for at a percentage equal to the percentage determined from the measurements. For example, if the average of the measurements is 65 % of the target retroreflectivity, payment for the stripe will be 65 % of the contract unit price.

If the average of the 5 retroreflectivity measurements is 50 % of the target retroreflectivity, or less, the stripe shall be removed and replaced without extra compensation.

Any portion of the stripe of the stripe that is determined by the Engineer to be noticeably inconsistent with the overall striping and measures less than 50 % of the target retroreflectivity shall be removed and replaced without extra compensation.

Retroreflectivity measurements will be made in accordance with the requirements given in ALDOT-422 with the exception of the sampling frequency. Measurements will be made between 7 and 30 calendar days after the completion of the placement of all stripe.

(e) Removing Markings or Legends.

The removal of traffic markings and legends shall be done in accordance with the requirements given in Section 701.

703.04 Method of Measurement.

The area of Traffic Control Markings or Legends (Items 703-A, 703-B, 703-H, and 703-I) complete in place and accepted will be the sum of the areas shown on the plans for each marking and legend constructed within the required placement tolerance.

The Removal of Traffic Control Markings or Legends (Item 703-C) shall be measured in the same manner as prescribed above except that it shall cover only the area from which the markings were actually removed.

The area of Temporary Traffic Control Markings or Legends, (Items 703-D and 703-E) complete in place and accepted, will be the sum of the areas shown on the plans for each marking and legend constructed within the required placement tolerance. No measurement for payment will be made for the removal of temporary markings or legends, the removal of such being classified as incidental to the Items of Temporary Traffic Control Markings and Temporary Traffic Control Legends.

703.05 Basis of Payment.

(a) Unit Price Coverage.

The accepted square feet {square meters} of Traffic Control Markings or Legends, Items 703-A, 703-B, 703-H, and 703-I, measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

The accepted square feet {square meters} of Traffic Control Markings or Legends Removed, Item 703-C, measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes traffic control for removal, all necessary materials, equipment, tools, labor and incidentals necessary to complete the work.

The accepted square feet {square meters} of Temporary Traffic Control Markings or Legends, Items 703-D and 703-E, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, traffic control for placing, and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

(b) Payment will be made under Item No.:

703-A Traffic Control Markings, Class ____ , Type ____ - per square foot {square meter}
703-B Traffic Control Legends, Class ____ , Type ____ - per square foot {square meter}
703-C Removal of Traffic Control Markings or Legends - per square foot {square meter}
703-D Temporary Traffic Control Markings - per square foot {square meter}
703-E Temporary Traffic Control Legends - per square foot {square meter}
703-H Specialty Traffic Control Markings - per square foot {square meter}
703-I Specialty Traffic Control Legends - per square foot {square meter}

SECTION 711
ROADWAY SIGN RELOCATION AND RENOVATION

711.01 Description.

This Section shall cover the work of removing and relocating designated existing ground mounted roadway signs. Said work requires the satisfactory removal of the existing signs, their supports and foundation and the reinstallation of the sign assembly on their supports and new foundations.

This Section shall also cover the work of renovating designated existing ground mounted roadway signs. The renovation may include, but not be limited to, cleaning the sign, replacing the sign copy, replacing sign panels and reworking the support system. The plans will show the extent of work to be performed under this item.

711.02 Materials.

Materials involved in the work under this Section will be basically the reuse of existing signs and their supports.

Any replacement or new materials required shall comply with the appropriate requirements of Article 710.02.

711.03 Construction Requirements.

(a) General.

The relocation of existing signs shall in general require the removal of a complete sign assembly (panel or panels and supports) and the re-installation of the assembly at a new designated location.

The method of removal shall be basically that of the Contractor provided such does not damage the assembly, Any damage shall require replacement of the damaged parts using materials complying with the provisions of Article 710.02 or repair of the parts as directed, without additional compensation.

Care shall be taken in removing the concrete from the support stubs so as to preclude undue damage to the stub. Any damage which will affect the reinstallation procedure shall be repaired as directed. Note is made of the fact that the shoe assemblies are matched plates and must be retained as such, otherwise the unit will not function as designed. In addition, the shoe assembly shall be reinstalled in the same manner prescribed in Subarticle 710.03(d).

Any support foundation which can not be satisfactorily removed may be left in place provided it will not be in the way of construction and it is removed to a depth of not less than 1 foot {0.5 m} below the actual ground surface and the area backfilled as directed with suitable material.

The renovation of existing roadway signs may include work to the existing sign, sign structure, or sign appurtenances. The plans will show the signs, and the work to be done to each sign, included under the renovation item.

Any dismantling of the sign assembly as well as reassembly to be done under either the relocation or renovation shall be performed in such a manner as to preclude damaging of the assembly materials.

The Sign Panels are essential for traffic control, hence, unless the road is closed to traffic, they shall not be down more than eight hours and in no case overnight. This may require the use of temporary supports during the relocation of the permanent supports. Any temporary support must be approved before use.

(b) Installation of Sign Assemblies.

The installation of the relocated supports and panels shall be as prescribed in Article 710.03 for new signs.

The existing supports may be reused provided they are not damaged during removal operations, or the Contractor may furnish new supports at his option.

After completion of the re-installation, the sign panels shall be cleaned with approved cleaning material.

711.04 Method of Measurement.

Measurement of relocated ground mounted roadway signs will be on a lump sum basis for all signs designated to be relocated.

Measurement of renovated ground mounted roadway signs will be on a lump sum basis for all signs designated on the plans to be renovated.

711.05 Basis of Payment.

(a) Unit Price Coverage.

Complete and accepted relocated ground mounted roadway sign assemblies, measured as noted above, will be paid for at the contract lump sum price bid, which shall be full compensation for the removal and relocation of the sign assembly (panel and supports) complete in place on its supports at the designated locations, for the cleaning of the panels, for furnishing all hardware or other material necessary for the re-installation of the sign assembly, for the satisfactory removal and re-installation of the supports including the excavation and backfill of the areas (old area and new area of the installation), disposal of excess materials for new foundations for supports and for all other materials, equipment, tools, labor, and incidentals necessary to complete this item of work.

Complete and accepted renovated ground mounted roadway sign assemblies, measured as noted above, will be paid for at the contract lump sum price bid which shall be full compensation for renovating the sign assembly according to plan details and for all materials, equipment, tools, labor, and incidentals necessary to complete this item of work.

(b) Payment will be made under Item No.:

711-A Roadway Sign Relocation - per lump sum
711-B Roadway Sign Renovation - per lump sum

SECTION 730
TRAFFIC SIGNALS

730.01 Description.

This Section shall cover the work of furnishing and installing of traffic signal control equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the specifications, or on the plans and Special and Standard Highway Drawings.

Descriptions and definitions of the equipment, words and terminology used in the furnishing and installing of traffic signal control equipment are given in the Manual of Uniform Traffic Control Devices (MUTCD) publications of the Institute of Transportation Engineers (ITE), the National Electrical Manufactures Association (NEMA), the National Electrical Code (NEC), and the International Municipal Signal Association (IMSA).

730.02 Materials.

All materials furnished for use shall conform to the requirements given in Section 890, shown on the plans, or listed in the ALDOT "Materials, Sources, and Devices with Special Acceptance Requirements Manual" (MSDSAR). All furnished materials and equipment shall be new and free from defects. Existing equipment shall only be used if shown on the plans to be re-used.

730.03 Construction.

(a) Design and Construction Codes and Coordination of the Work.

1. Codes.

All installations shall comply with the regulations of the latest edition of the National Electrical Code and the latest edition of the National Electrical Safety Code, and with the service rules of the Utility Company providing the electricity.

2. Structure Design and Construction.

Structures for the support of traffic signal control equipment shall be designed, furnished, and installed in accordance with the requirements given in Sections 718 and 891.

3. Coordination of the Work.

Coordination of the work with roadway and bridge work will be of prime importance to prevent undue damage to completed items of work and existing facilities. Any damage to existing facilities caused by the installation of the material or equipment required under this Section shall be repaired by the Contractor at no additional cost to the Department.

4. Electrical Power.

The entity that will be responsible for the eventual operation and maintenance of the traffic signal unit and intersection lighting will make application for electrical service upon notification that power service will be required. The Contractor shall inform the Engineer when power service is required at least 30 calendar days prior to the need of the power service. This same entity will be responsible for the cost of the service connection and the monthly service billings thereafter. Power shall be single phase, 240 Volt, provided through a transformer that is not tapped to provide power to any other equipment.

(b) Traffic Signal Technician.

Technician(s) responsible for the performance of the work shall be certified by the IMSA as an IMSA Traffic Signal Level II Field Technician. The Contractor shall submit a copy of the IMSA certification to the Engineer with the first Material Submittal that is submitted for approval. The technician(s) shall be in possession of the certification at all times and show this certification as often as asked by the Engineer.

Certified Traffic Signal Technicians shall be present and shall have direct involvement with all work required for the installation and operational testing of electrical materials and equipment (conduit, boxes, conductors, etc.). At least one out of every three persons in a crew shall be a certified IMSA Traffic Signal Level II Field Technician.

(c) Drawings and Specifications.

Omissions from the plans and specifications or errors in the details of work which are evidently necessary to carry out the intent of the plans and specifications or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work. In any case of

discrepancy in descriptions on the plans or in these Specifications, the matter shall be promptly submitted to the Engineer, who will make a determination in writing. Any adjustments in the plans, details, specifications, and proposal by the Contractor without written permission of the Engineer shall be at the Contractor's own risk and expense.

(d) Material and Equipment Lists, Shop Drawing and Approval.

Material and equipment listings shall be submitted to the Design Bureau's Traffic Design Section for approval within 30 days after the issuance of the "Notice to Proceed". Partial listings and shop drawings will not be accepted for consideration and shall be returned for correction without review.

Five copies of each submittal shall be furnished for review. Material and equipment lists shall include catalog cutouts or published data sheets and shall be completed on the Department's Material Submittal Form The submittal form shall have each item sequentially numbered, a reference to the Specification Section and/or plan sheet, and a description of the material. The description shall include the type, model number, catalog number, and manufacturer, and shall include a legible manufacturer's catalog cut sheet with each item being submitted clearly identified. All individual components of assembled equipment (cabinets, controllers, etc.) shall be itemized on the submittal form. Submittals shall be clear and complete. Pay Items are not to be referenced on the form.

Unacceptable items on the submittal form will be returned for corrective action. A copy of the approved material and equipment listings will be returned to the Contractor.

Any changes to the approved material and equipment lists must be requested in writing through proper channels.

If requested by the Engineer, the Contractor shall submit for inspection and approval samples of both the specified and proposed substitute items at no cost to the Department. The Department will not be liable for any materials purchased or work done or any delay incurred before such approval. Failure of the Engineer to note unsatisfactory material as received will not relieve the Contractor from responsibility. Manufacturers' warranties and guaranties furnished on equipment used in the work shall be delivered to the Engineer; likewise, instruction sheets and parts lists shall be delivered to the Engineer upon receipt of the equipment.

Throughout the entire project, the same manufacturer shall make all units of any one item, such as poles, signal heads, detectors, controllers, cabinets, etc.

Reference to a particular product by manufacturer, trade name, or catalog number establishes the quality standards of material and equipment required for this installation and is not intended to exclude products equal in quality and similar in design. Whenever any article, material, or equipment is defined by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted, shall be implied.

(e) Approved Traffic Control Devices and Materials.

Some materials and equipment required to be furnished under this Section will be standard production type products. Acceptance will be made by the Engineer based on selected confirmation tests, the manufacturer's certification of the materials and equipment, and visual inspection at the job site. The manufacturer shall make available to the Department test data and material samples from the production runs for use in evaluation of these items. Title 32, Chapter 5A, Subsection 36 of the Code of Alabama states that all traffic control devices shall be approved by the Transportation Director before they can be used, sold, or offered for sale. Approved devices are shown on the Department's MSDSAR.

(f) As-Built Drawings.

After all equipment has been installed and the operational check has been initiated, the Contractor shall submit a set of plans showing in detail all changes on construction from the original plan details with special notation given to conduit location and elevation and schematic circuit diagrams.

(g) Operational Manuals.

Operation manuals and as-built wiring diagrams shall be furnished for all equipment and accessories required in the controller cabinet. These manuals and wiring diagrams shall be mounted to the cabinet in an appropriate manner. In addition, two copies of these manuals and wiring diagrams shall be transmitted to the Department's Area Traffic Engineer.

(h) Pre-Installation Test (Bench Test).

Before the installation of the traffic control system(s) or unit(s), the Contractor shall perform an equipment bench test. This test shall include all controllers, monitors, and other cabinet equipment as required under signal load conditions for a minimum of seven consecutive days.

The Contractor shall secure an acceptable site, approved by the Engineer, for the bench test and shall perform all work required in the performance of the test. The Contractor shall notify the Engineer of the date that the test is to begin a minimum of seven days before that date. The Engineer will schedule an inspection of the equipment with the Area Maintenance Engineer in coordination with the State Signal Shop. The bench test shall not begin until the Area Maintenance Engineer has given approval after the State Signal Shop has verified and inspected the equipment to be used.

None of the equipment shall be installed on the project until the bench test has been completed and the Contractor has submitted a letter to the Engineer certifying that the equipment performed satisfactorily during the test. Any equipment failure during this time shall be corrected, and the bench test time shall be restarted. There will be no direct payment to the Contractor for the cost of the pre-installation test including the cost of a suitable test site and the setting up of equipment for the test.

(i) Removal of Equipment.

All equipment designated or directed to be removed shall be removed in such a manner that the removed equipment will not be damaged. Any damage due to negligence on the part of the Contractor because of lack of proper care of equipment shall be cause for the Engineer to order its replacement. The cost of replacement shall be borne fully by the Contractor. Any equipment or materials not authorized by the Engineer for re-use into a new facility shall be stored by the Contractor until the Engineer directs that they be delivered by the Contractor to the Department at the time and location designated by the Engineer. Storage facilities shall be provided so that the equipment will be protected from the elements and damage by vandalism.

(j) Concrete Foundations.

The Engineer will inform the Contractor of the exact diameter and depth of concrete foundation required at each signal pole foundation. The Engineer will also inform the Contractor of any changes that are required to the size and number of reinforcing bars required at each signal pole foundation. This information will be given to the Contractor at the completion of the review of the Contractor's submittal of designs and details of the signal pole structures.

All conduit systems, elbows, etc., shall be installed securely and inspected by the Project Manager before concrete is poured.

The Contractor shall contact the utility companies to determine the location of underground utilities in the area where the foundations are to be located and shall be responsible for repairing, to the satisfaction of the utility company, any damaged utilities.

(k) Abandoning Foundations.

All foundations, when abandoned, the top of the foundation, anchor bolts frame and conduit shall be removed to a depth of not less than 12 inches {300 mm} or as directed below the surface of existing pavement. The resulting hole shall be backfilled with material to match the existing surface.

(l) Interconnect Cable.

1. General.

Interconnect cable wire shall be installed at locations as shown on the plans or as directed by the Engineer.

Splices shall be made only where shown on the plans or in the controller cabinet.

A minimum of 6 feet {1.8 m} or as directed, of slack shall be provided at each cabinet.

2. Underground Interconnect Cable.

Underground interconnect cable shall be run in conduit.

3. Aerial Interconnect Cable.

Aerial interconnect cable shall be supported on new or existing utility poles and/or signal poles as shown on the plans.

Interconnect support cable wire supporting signal control cable only will be sagged to a vertical distance not greater than 2 percent of the length of the span between poles.

When support cable is not an integral part of the interconnect cable, interconnect cable shall be attached to a support wire.

(m) Electrical Power Service Assembly.

The location of the utility service point and power source shown on the Signalization Plans is approximate. The Contractor shall determine the exact location.

When the service equipment is to be installed on a utility-owned pole, the Contractor shall furnish and install conduit, photoelectric control unit, conductors, and other necessary material to complete the installation of the service. The position of the riser and equipment will be determined by the utility.

When a lateral drop is required from the power source to the service pole, the Contractor shall arrange with the serving utility to complete the service connections. The Contractor shall install the conduit, conductors, enclosure and accessories, and service pole.

As a minimum, the electrical power service equipment shall consist of:

- A weatherhead;
- 1 inch {27 mm} metallic conduit from weatherhead to a disconnect switch;
- A disconnect switch installed 6 feet {2 m} high, including, but not limited to the enclosure, load center complete with circuit breaker in a nema type 4 enclosure, masterlock size #3, key #3210 (for statewide uniform access);
- 1 inch {27 mm} metallic conduit from disconnect switch to a designated depth below the ground line;
- Attachment hardware;
- Ground rod and related equipment;
- Service cables;
- No. 8 awg service cable for any required luminaires;
- Attachment to local utility;
- All incidentals required to provide power service to the controller assembly and luminaires.

(n) Span Wire.

The installation of span wire shall meet all provisions of the National Electric Safety Code (ANSI-C2) regarding clearance from electric lines.

The length of the messenger wire shall be adjusted under the load of traffic control equipment so that the sag at the lowest point shall not be greater than the requirements in Section 718.

(o) Vehicular and Pedestrian Signal Heads.

Vehicular or pedestrian signal heads shall not be installed until all other signal equipment, including the controller, is in place and ready for operation except that signal heads may be installed if no face of the head is directed toward traffic or if the entire assembly is hooded.

Each signal face shall be so adjusted vertically and horizontally in order that its beams will be of maximum effectiveness to the approaching traffic for which it is intended.

All required vehicular signal heads shall include a backplate with a 2 inch{5 cm} fluorescent yellow border unless otherwise directed by the Engineer or shown on the plans.

(p) Traffic Detection Systems.

1. Inductive Loop.

a. Installation of Loop Wire.

Before cutting required loops into the pavement, any existing loops that are not quadrupole loops shall be sawed in two locations and quadrupole loops shall be sawed in three locations on the long side to prevent false readings when the required loops are placed into the pavement. Loop wire outside the sawcut shall be twisted 3 turns per foot.

Loop wire shall be one continuous run without splices.

Loop wire shall be pushed to the bottom of the saw cut with a non-metallic tool that will not damage the insulation.

Each loop wire shall be placed in its own individual sawcut to the edge of pavement.

No portion of the loop shall be located within 3 feet {1 m} of any conductive material in the pavement such as manhole covers, water valves, and grates, etc.

After installation of the loops, the slots shall be sealed with an approved sealant manufactured specifically for embedding loop detector wire in concrete or bituminous pavements.

All loop connectors shall be connected to a shielded home-run cable located in junction box or when so directed or shown on plans at base of traffic signal strain pole.

Preformed loops that are listed on the MSDSAR may be used.

b. Sawcuts for Loops.

Slots for installing the loops shall be formed by sawing with approved equipment designed for sawing pavement, to the width and depth indicated by the plan details or directed.

The slot shall be cleaned of all foreign loose debris using compressed air or other approved means before installation of the loop wires.

Sawcut corners shall be cut at a diagonal. No sharp bends shall be accepted.

Loops shall be tested prior to sealing sawcuts. Loop sealant shall be placed in sawcuts in accordance with manufacturer's recommendations.

Loop sealant will not be permitted when there is moisture on the surface, the air temperature is below 40 °F {4.4 °C}, or other conditions exist that in the opinion of the Engineer would affect the bonding of the material.

c. Loop Detector Lead-In.

A separate run of shielded home-run cable shall be provided for each loop unless otherwise directed by the Engineer.

Lead-in cable installed underground shall be in conduit. The lead-in shall be one continuous run from controller to loop connection with no splices.

d. Testing Loops.

The Contractor shall perform a leakage to ground test on all loops using a MEG-OHM meter with 500 V applied. The loops shall also be tested after the lead-ins are pulled to the amplifier to detect any damage done during installation. A State Inspector will perform this same test to check for leakage. Any loop failing to read 100 MEGS or better shall be replaced by the Contractor at no additional cost to the project.

2. Video Detection System (VDS).

The Contractor shall furnish and install all equipment, materials, software and other miscellaneous items that are required to provide a fully functional Video Detection System for the control of vehicular and pedestrian traffic signals.

The Contractor shall establish the configuration of the required traffic detection zones within each controller cabinet up to a maximum of 26 detection zones per controller. The Contractor shall notify the Engineer prior to software configuration and detector zone setup in ample time to allow the Engineer to observe this work. There will be no additional payment made for the relocation of cameras that may be required to achieve the required configuration.

The VDS shall detect the presence of a vehicle in the zones with at least 95 % accuracy at any time during the day.

The Contractor shall have a qualified representative of the supplier of the VDS to be present at the site of the installation to verify that all equipment and materials are being installed correctly. The representative of the VDS supplier shall be available to address all issues of concern that the Engineer may have.

All coaxial cable and power cable shall be one continuous pull without splices between the camera mounting location and the traffic controller cabinet.

3. Radar Detection System.

The Contractor shall establish the configuration of the required traffic detection zones within each controller cabinet. The Contractor shall notify the Engineer prior to software configuration and detector zone setup in ample time to allow the Engineer to observe this work. There will be no additional payment made for the relocation of the microwave sensors that may be required to achieve the required configuration.

All communication, data, and power cabling shall be one continuous pull without splices between the radar mounting location and the traffic controller cabinet or wireless relay point.

4. Magnetometer Detection System.

The Contractor shall install the required traffic sensors in the roadway to produce the required vehicular detection for each location/zone. Sensors that communicate via a hard-wire connection shall be spliced in the junction box using an approved, water tight splice kit to the home-run cable, without splices, back to the cabinet. For wireless sensors, the Contractor shall verify the communication of the sensors to the system to ensure the sensors are set-up properly before connecting the system to the controller. The Contractor shall notify the Engineer prior to software configuration and detector setup in ample time to allow the Engineer to observe this work. There will be no additional payment made for the relocation or addition of sensors that may be required to achieve the required detection.

5. Pedestrian Push-Button System.

The Contractor shall install the required pedestrian push-buttons in accordance with the locations shown on the plans. These devices shall be tested to ensure that they are working properly before connecting them to the controller.

6. Priority Control Detection System, Traffic Signal Preemption.

A priority control detection system shall provide communication to the traffic signal controller that will allow the controller to run a modified signal timing plan to allow an emergency vehicle or another priority vehicle to pass through a roadway intersection with as little delay as possible. The priority control system shall be either acoustically (sound) activated, optically activated, or GPS (Global Positioning System) activated. The system shall include all mounting hardware, wiring, detection sensors, signal control devices and miscellaneous materials required to provide a fully functional priority control system for traffic signal preemption.

The system shall be capable of providing preemption information to the standard NEMA TS1, NEMA TS2, Type 170, and Type 2070 traffic controllers used by ALDOT.

A four-hour training session shall be provided for as many as ten attendees. The Contractor shall arrange for the training to be provided by a representative of the manufacturer of the priority control detection system. Training shall be instruction in the proper installation, operation, maintenance, and programming of the priority control detection system.

A training course outline shall be submitted to the Engineer for approval by ALDOT Maintenance Bureau Traffic Operations Engineer. Training will not be scheduled by the Engineer until the course outline is approved. Training shall be performed both in the field and in the office. The Contractor shall schedule the training during the time frame designated by the Engineer. The Contractor shall provide a minimum of a seven-calendar day advance written notice of the scheduling of the training to allow the Engineer to arrange attendance. A training notebook shall be provided to each trainee in a labeled three-ring binder.

(q) Installation of Conduit.

Metallic conduit shall be used above ground and may be used below ground.

Non-metallic conduit shall only be used underground.

Where non-metallic conduits join metal conduits, connection shall be made using appropriate couplings to form a watertight raceway. All conduits entering concrete foundations shall be provided with appropriate bushings at the ends. Conduits shall be stubbed approximately 1 inch {25 mm} above concrete and shall be provided grounding type bushings on conduit ends in base of poles with copper bonding jumpers.

Bends and offsets shall be avoided where possible, but where necessary, shall be made with a proper hickey, pipe bender, or conduit bending machine. Conduit that has been crushed or deformed due to improper bending or handling shall not be installed.

Conduits shall be installed in a manner to ensure against trouble from collection of trapped condensation where possible.

Conduits shall be capped to prevent entrance of deleterious materials during construction. For underground conduit adjacent to gasoline service stations or other installations of underground gasoline or diesel storage, piping or pumps, and which lead to a cabinet, circuit breaker panel, service, or any enclosure where an arc may occur during normal operation, the Contractor shall refer to the National Electrical Code (NEC) for Class 1, Hazardous Locations.

Conduit for future use shall be threaded and capped.

All conduit installed under paved areas shall be encased.

Encasement shall meet the requirements of Section 756 and shall be a Type 1, Type 2, or Type 5 installation as shown on the plans.

If the Contractor should encounter extraordinary circumstances such as major utilities under existing pavement which the location cannot be accurately determined, he may request in writing permission to open cut a trench in lieu of jacking or boring. This request shall also include detailed proposed sequence of excavating, backfilling, method of handling traffic, etc. for the Engineer's consideration. No such work shall be performed without written permission of the Engineer.

All conduit systems shall be completely installed before the conductors are installed.

(r) Luminaires.

The light control surfaces and lens shall be cleaned after installation.

Cleaning shall be performed in accordance with luminaire manufacture's recommendations.

Luminaires shall be leveled, plumbed, and installed as per the manufacturer's recommendations and as directed by the Engineer to achieve the most suitable light pattern.

(s) Wiring Installation Requirements.

Wiring within junction boxes shall be neatly arranged and laced.

Powdered soapstone, talc, or other approved lubricant may be used in pulling cable in conduit.

All cables within a single conduit shall be pulled at the same time.

All ends of cable shall be taped to exclude moisture and shall be so kept until splices are made and terminal appliances attached.

The ends of spare conductors shall be taped.

All conductor splices that will be direct buried in earth and all loop detection conductor splices shall be soldered and encased in an approved splicing kit and with sealing tape.

All other signal conductor splices shall be spliced using a twisted connection made by a suitable wire nut or crimp and then properly covered by insulating tape or other insulating materials.

(t) Grounding Enclosures.

All metal enclosures containing electric wires and/or equipment shall be bonded to the chassis ground.

Ground rods shall be installed at all service equipment and traffic signal pole foundations.

Single ground rods shall be driven vertically until the top of the rod is at least 12 inches {305 mm} below the finished grade.

Where a grounding conductor passes through a metal conduit, a suitable grounding bushing shall be placed on each end of the conduit and connected to a ground wire.

Each messenger cable shall be attached to the supporting structure with separate span wire clamps.

(u) Excavating and Backfilling.

All excavation required for the installation and placement of conduits, foundations, junction boxes, poles and other appliances shall be performed in such manner as to cause the least possible injury to pavement, curbs or other improvements. All conduits required under pavement, sidewalks, etc. shall be in place prior to commencing of base and paving operations. The trenches shall not be excavated wider than necessary for the proper installation of the electrical appliance and foundations. Excavating shall not be performed until immediately before installation of conduit and other appliances. The material from the excavation shall be placed in a position where the least interference with the surface drainage will occur.

Should large rocks be encountered in conduit trenches, they shall be removed to a depth of 3 inches {75 mm} below the proposed elevation and replaced with a 3 inch {75 mm} layer of suitable material. All suitable material removed from the conduit trenches shall be used in backfilling of the trenches; however, no stone larger than 3 inches {75 mm} shall be in contact with any conduit.

All surplus excavated material shall be removed from and disposed of by the Contractor, as directed by the Engineer.

Excavations, after backfilling, shall be kept well filled and maintained in a smooth and well-drained condition until permanent repairs are made.

Compaction shall be accomplished to the extent necessary to prevent future settlement of the backfill.

The Contractor will be required to restore any areas disturbed by his work to their original condition without additional cost to the State.

(v) Insulation, Circuit Continuity and Ground Resistance Testing.

1. Insulation Testing.

Isolation test for testing insulation resistance shall be performed for each conductor in the cable. Testing shall be made using Article 110-19 of the NEC, as a guide. If resistance measured with all protective devices in place is less than 250,000 Ω, the contractor shall remove the defective cable, install new cable, and repeat the test.

For interconnect cable, upon completion of run from one controller installation to the next controller installation, the Contractor shall conduct a test for insulation resistance in the presence of the Engineer.

2. Circuit Continuity Test.

Each circuit branch shall be temporarily jumpered at its termination and the temporarily loop circuit measured for continuity to assure that no open circuits exist, that the circuit branch is

according to plan, that no high resistance connections exist and that each circuit is properly identified. Each circuit shall be marked with typed labels. Lead-in cable for loop detector wire shall be tested before and after the cable is spliced to the loop wire. As an alternative, circuit continuity testing of signal head cable may be done by applying 120 V to each outgoing circuit and observing that only the proper lamps are lighted.

3. Ground Resistance Test.

At each ground rod location, a test shall be made. The effectiveness of the ground rod shall be determined by measuring resistance from the pole enclosure to a convenient underground water line, with a 0-50 ohm megger where a water line is available and with auxiliary ground method where the water line is not available. The two auxiliary ground rods shall be not less than 50 feet and 100 feet {15 m and 30 m}, respectively, from the tested rod. If reading is greater than 5 ohms, additional rods shall be installed until a reading of 5 ohms or less is obtained.

(w) Operational Check and Adjustment of Equipment.

A full operational check of the installed traffic control system shall be performed under actual traffic conditions. Before the operational check is allowed to begin the Engineer will arrange for an inspection of the installed traffic control equipment by the Maintenance Engineer in coordination with the State Signal Shop. The Engineer will obtain the approval of the Maintenance Engineer to begin the operational check.

The period of operational check shall cover 30 calendar days. During the test period the Contractor shall expeditiously perform any necessary adjustment and replace any malfunctioning parts of the equipment required to place the system in an acceptable operational condition. Once repairs have been started, the Contractor shall have the traffic control equipment in an acceptable operational condition before leaving the project site. No extra compensation will be allowed for any work so required, such being considered incidental to furnishing and installing a complete operational signal system.

During the test period, time charges shall be suspended if all other work has been completed and acceptance of the work is dependent upon the results of the "operational check." The period of the test shall cover 30 continuous calendar days.

In case of emergency or failure on the Contractor's part to expeditiously pursue repairs, the Department reserves the right to make such repairs as it deems necessary. The cost for this work will be deducted from the contract bid amount for the project. The Department will not assume responsibility for the repairs or alter any of the requirements of the test period because of the repairs. The aforementioned shall in no way relieve the Contractor of his liability or responsibility related to maintaining the traffic signal as required by these specifications.

730.04 Method of Measurement.

(a) Removal of Traffic Control Unit.

The removal of all traffic control equipment at an intersection or other location designated on the plans will be measured as a Lump Sum, Removal of Traffic Control Unit. Removal of only some of the equipment will be measured as a Lump Sum, Removal of Traffic Control Unit (Partial). Removal of a temporary installation of traffic control equipment will be measured as a Lump Sum, Removal of Traffic Control Unit (Temporary). (Pay Item 730-A)

(b) Furnishing and Installing Traffic Control Unit.

Where separate pay items are not listed for the traffic control equipment required at a single intersection or other location designated on the plans, all of the traffic control equipment will be measured for payment as a Lump Sum, Furnishing and Installing Traffic Control Unit.

(c) Summary of Traffic Control Equipment Pay Items.

Traffic control items of work will be measured for payment in accordance with the following:

Pay items 730-A, C, S, U and Y will be measured per lump sum.

Pay items 730-E, F, G, J, K, N, O, P, Q, R, and T will be measured per each.

Pay items 730-H, I, L, and M will be measured per linear foot {meter}.

730.05 Basis of Payment.

(a) Unit Price Coverage.

Item 730-A. The accepted work for the removal of existing traffic control units will be paid for at the contract unit price which shall be full compensation for the satisfactory removal and storage of the equipment and materials ordered removed, and shall include all equipment, tools, labor, services, storage facilities and incidentals necessary to complete the work.

Item 730-C. The furnishing and installing the traffic control unit will be paid for at the contract unit price, which shall be full compensation for the furnishing of the equipment, installation in accordance with these Specifications, plans, proposal, and details, and for all tools, equipment, labor, materials, operational facility connected to the local utility.

Item 730-E. A Metal Traffic Signal Pole Foundation will be paid for at the contract unit price (adjusted to account for changes in size and reinforcement) which shall be full compensation for excavation, backfilling, forming, concrete, reinforcing steel, anchor bolts, ground rods, seeding and mulching of disturbed areas, disposal of debris and for all materials, labor, equipment, tools, testing, services and incidentals necessary to complete this item of work.

The bid price shall be for a 3'-0" {910 mm} diameter by 10'-0" {3.05 m} deep foundation. A larger foundation may be required. The reinforcing steel required for a larger foundation is shown on the plans. Compensation for a larger foundation will be made in accordance with the following cost adjustments.

COST ADJUSTMENT MADE TO BID PRICE FOR CHANGE IN FOUNDATION SIZE *
("+" plus figures are price increases)

	Foundation Diameter		
Foundation Depth	3'-0" {910 mm}	3'-6" { 1.07 m}	4'-0" {1.22 m}
10'-0" {3.05 m}	$0	+$450	+$1200
11'-0" {3.35 m}	+$100	+$600	+$1400
12'-0" {3.66 m}	+$200	+$750	+$1600
13'-0" {3.96 m}	+$300	+$900	+$1800
14'-0" {4.27 m}	+$400	+$1050	+$2000
15'-0" {4.57 m}	+$500	+$1200	+$2200
16'-0" {4.88 m}	+$600	+$1350	+$2400
17'-0" {5.18 m}	+$700	+$1500	+$2600
18'-0" {5.49 m}	+$800	+$1650	+$2800

* Adjustments include compensation for changes to the reinforcing steel that are shown on the plans for larger foundations.

The bid price adjustment shown above includes compensation for all work and materials (including reinforcing steel) necessary to construct the required foundation in accordance with the plan details. The Engineer may increase the amount of reinforcing steel from what is shown in the plan details. When the amount of reinforcing steel is increased from what is shown in the plan details, the bid price will be adjusted. The adjustment will be $1.00 per pound {$2.20 per kg} for the amount of reinforcing steel that is increased.

Item 730-F. A Metal Traffic Signal Pole with Mast Arm Assembly will be paid for at the contract unit price which shall be full compensation for furnishing and installing the metal traffic signal pole and mast arm assembly and for all materials, equipment, tools, labor, services, and incidentals necessary to complete this item of work. The required foundation shall be measured separately with payment being made under Item 730-E.

Item 730-G. A Traffic Signal Pole will be paid for at the contract unit price which shall be full compensation for furnishing and installing the traffic signal pole, and for all materials, equipment, tools, labor, services, and incidentals necessary to complete this item of work. The required foundation shall be measured separately with payment being made under Item 730-E.

1. Traffic Signal Pole (Wood Strain). A Wood Pole will be paid for at the contract unit price which shall be full compensation for furnishing and installing the wood pole, excavating, backfilling, attachment hardware, grounding, conduit (down to the base of the pole), weatherhead, guy wire, and for all materials, labor, equipment, tools, and incidentals necessary to complete this item of work.
2. Traffic Signal Pole (Type) (State Furnished). A State Furnished Pole will be paid for at the contract unit price which shall be full compensation for delivery and installation of the traffic signal pole, and for all materials, equipment, tools, labor, services, and incidentals necessary to complete this item of work. The required foundation shall be measured separately with payment being made under Item 730-E.

Item 730-H. Loop Wire will be paid for at the contract unit price which shall be full compensation for the saw cutting, loop wire, loop sealant, trenching, backfilling, electrical connections, splicing, and for all materials, labor, equipment, and tools to provide a complete and operational loop detector.

Item 730-I. Loop Detector Lead-In Cable will be paid for at the contract unit price which shall be full compensation for furnishing and installing the shielded home-run cable, including electrical connections and for all materials, equipment, tools, labor, testing, and incidentals necessary to provide a complete and operational detector loop.

Item 730-J. A Vehicle Loop Detector will be paid for at the contract unit price which shall be full compensation for furnishing and installing the loop detector amplifier, electrical connections and for all materials, equipment, tools, labor and incidentals necessary for a complete and operational loop detector amplifier.

Item 730-K. A Traffic Signal Junction Box will be paid for at the contract unit price which shall be full compensation for furnishing and installing the junction box, excavation, concrete, backfilling, and for all materials, labor, equipment, tools, and incidentals necessary to complete this item of work.

Item 730-L. Conduit will be paid for at the contract unit price which shall be full compensation for furnishing and installing the conduit including fittings, trenching, placing, joining, attaching to structure, backfilling, seeding and mulching of disturbed areas, disposal of debris, and all materials, labor, equipment, tools and incidentals necessary to complete this item of work.

Item 730-M. Interconnect Cable will be paid for at the contract unit price which shall be full compensation for furnishing and installing the interconnect cable with the number of conductors and type as designated by the plans, including all hardware for aerial installation, connecting to controller assemblies, splicing, electrical connections, and for all materials, testing, labor, equipment, tools, and incidentals necessary for a complete and functional interconnect cable.

Item 730-N. A Luminaire Extension Assembly will be paid for at the contract unit price which shall be full compensation for furnishing and installing the luminaire arm, sodium vapor or LED luminaire, surge arrestor, connections, ground rod, No. 10 AWG, cable, and for all materials, labor, equipment, tools, and incidentals necessary for a complete and operational luminaire.

Item 730-O. Illuminated Sign Assembly will be paid for at the contract unit price which shall be full compensation for furnishing and installing a regulatory or warning sign with accompanying vehicular signal head or embedded flashing LEDs including all attachment hardware, connections, and for all materials, labor, equipment, tools, and incidentals necessary for a complete and operational illuminated sign.

Item 730-P. A Signal Head will be paid for at the contract unit price which shall be full compensation for furnishing and installing the signal head, trunnions, brackets, attachment hardware, backplate, connections, splicing, and for all materials, labor, equipment, tools, and incidentals necessary for a complete and operational signal head.

1. Signal Head, Vehicular. A backplate shall be furnished with a required vehicular signal head. The required backplate for existing signal head shall be measured separately with payment under Item 730-Q.

Item 730-Q. Miscellaneous Equipment will be paid for at the contract unit price which shall be full compensation for furnishing and installing the equipment including any applicable attachment or mounting hardware, or wiring, and for all materials, labor, equipment, tools, and incidentals necessary for a complete piece of equipment that operates as the manufacturer intends or as otherwise indicated in the plans or specifications.

Item 730-R. A Controller Assembly will be paid for at the contract lump sum price which shall be full compensation for furnishing and installing the cabinet, controller unit, auxiliary devices, electrical devices, surge protection, terminals, concrete foundation or side mounting hardware, mounting and wiring of controller assembly, and for all materials, labor, equipment, tools, testing, and incidentals necessary for a complete and operational controller assembly.

Item 730-S. Traffic Signal Preemption will be paid for at the contract lump sum price which shall be full compensation for furnishing and installing all mounting hardware, wiring, detection sensors, signal control devices, software (when required), testing and miscellaneous materials required to provide a fully functional priority control system for traffic signal preemption. If software and training is required it will be shown in the pay item description. Payment for training shall be full compensation for training personnel, supplies, equipment, materials, user manuals, handouts, travel, and subsistence necessary to conduct the training.

Item 730-T. The furnishing and installation of the Electrical Power Service Assembly will be paid for at the contract unit price which shall be full compensation for furnishing and installing the wood

pole (where required), excavating, backfilling, attachment hardware, grounding, weatherhead, guy wire, conduit (down to the base of the pole), photoelectric control unit, conductors, and other necessary materials, labor, equipment, tools, and incidentals necessary to complete this item of work.

1. Uninterruptable Power Supply Systems will be paid for at the contract unit price which shall be full compensation for furnishing and installing the cabinet, auxiliary devices, electrical devices, terminals, concrete foundation or side-mounting hardware, mounting and wiring of the system, battery bank, inverter/converter, and other necessary materials, labor, equipment, tools, and incidentals necessary to complete this item of work.

Item 730-U. Detection Systems will be paid for at the contract unit price which shall be full compensation for the following systems:

1. Video Detection System. Cameras, lenses, enclosures, mounting brackets, video, communication, and power cabling, power supplies, lightning protection; manuals and documentation and for all labor, materials, tools, equipment, transportation and incidentals necessary for a complete and operational vehicle detection system. The contract unit price shall also be full compensation for furnishing and installing the vehicle detection system processor, interface panel, and for all integration (including software setup and programming and adjusting detection zones).
2. Radar Detection System. Radar units, enclosures, mounting brackets, communication and power cabling, power supplies, lightning protection; manuals and documentation and for all labor, materials, tools, equipment, transportation and incidentals necessary for a complete and operational vehicle detection system. The contract unit price shall also be full compensation for furnishing and installing the vehicle detection system processor, interface panel, and for all integration (including software setup and programming and adjusting detection zones).
3. Magnetometer Detection System. Magnetometers, communication equipment, enclosures, mounting brackets, communication and power cabling, power supplies, lightning protection; manuals and documentation and for all labor, materials, tools, equipment, transportation and incidentals necessary for a complete and operational vehicle detection system. The contract unit price shall also be full compensation for furnishing and installing the vehicle detection system processor, interface panel, and for all integration (including software setup and programming and adjusting detection zones).
4. Hybrid Detection System. Combination Video/Radar units, enclosures, mounting brackets, communication and power cabling, power supplies, lightning protection; manuals and documentation and for all labor, materials, tools, equipment, transportation and incidentals necessary for a complete and operational vehicle detection system. The contract unit price shall also be full compensation for furnishing and installing the vehicle detection system processor, interface panel, and for all integration (including software setup and programming and adjusting detection zones).

Item 730-Y. Pedestal Pole and Foundation will be paid for at the contract unit price which shall be full compensation for the following:

1. Installation. Furnishing, fabricating, galvanizing, assembling and erecting a complete and operational roadside flashing beacon assembly, a complete and operational illuminated sign assembly, or a complete and operational pedestrian signal control assembly including, but not limited to signal head(s), illuminated or static sign(s), pedestrian pushbutton(s), cabinet, installing foundations, furnishing and placing anchor bolts and hardware, controller, wiring, power source, connection to local utility and equipment, materials, labor, tools and incidentals.

2. Relocation. Removing the flashing beacon assembly, illuminated sign assembly, or pedestrian signal assembly; removing existing foundations; installing new foundations; furnishing and placing anchors; hardware; excavation and surface placement; furnishing, fabricating, and installing new components as required and replacing the assembly on its new foundation with all manipulations and electrical work; controller; power source; connection to local utility; loading and hauling; and equipment, materials, labor, tools, and incidentals.

3. Removal. Removing the roadside assembly components including the power service equipment; removing the foundations; storing the component to be reused or salvaged; backfilling and surface placement; loading and hauling, and equipment, materials, tools, labor, and incidentals.

(b) Payment will be made under Item No.

730-A Removal of Existing Traffic Control Unit *(1) (2)* - per lump sum

731.01 Description.

730-C Furnishing and Installing Traffic Control Unit *(2)* - per lump sum
730-E Metal Traffic Signal Pole Foundation - per each
730-F Metal Traffic Signal Pole with *(3)* Mast Arm Assembly - per each
730-G Traffic Signal Pole, (4), (5) - per each
730-H Loop Wire - per linear foot {meter}
730-I Loop Detector Lead-In Cable - per linear foot {meter}
730-J Vehicle Loop Detector - per each
730-K Traffic Signal Junction Box - per each
730-L *(6), (7),* Conduit - per linear foot {meter}
730-M Interconnect Cable, *(8), (9)* AWG, *(10), (11)* - per linear foot {meter}
730-N Luminaire Extension Assembly, *(12)* feet {meters} - per each
730-O Illuminated Sign Assembly (13) (14) - per each
730-P *(15)* Signal Head, *(16)* Section, Type *(17)* - per each
730-Q Miscellaneous Equipment, (16) - per each
730-R Controller Assembly, Type *(18), (19)* Output Phase Channels - per each
730-S *(20)* Traffic Signal Preemption *(21) (22) (2)* - per lump sum
730-T Electrical Power Service Assembly (23) - per each
730-U *(24)* Detection System *(2)* - per lump sum
730-Y *(25)* Pedestal Pole and Foundation with *(26)* - per lump sum

(1) Specify Partial or Temporary if required
(2) Specify Intersection Location
(3) Specify Length of Mast Arm
(4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
(5) Specify State Furnished if required
(6) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
(7) Specify Type (metallic or non-metallic)
(8) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
(9) Specify Cable Size (No. 14 AWG or No. 19 AWG)
(10) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)
(11) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
(12) Specify Arm Length in Feet {Meters}
(13) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
(14) Specify Power Source (Solar, or Utility Powered)
(15) Specify Vehicular or Pedestrian
(16) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
(17) Specify Type (Incandescent, Optically Programmed, or LED)
(18) Specify Type (NEMA or ATC)
(19) Specify Number of Output Channels (8, 16, or 32)
(20) Specify Type (Acoustical, Optical or GPS)
(21) Specify Whether or not Software is Required (With Software, or Without Software)
(22) Specify Whether or not Training is Required (With Training, or Without Training)
(23) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
(24) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
(25) Specify (Furnishing and Installing, Removal of, or Relocation of)
(26) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

SECTION 741
PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

741.01 Description.

This Section shall cover the work of furnishing Portable Sequential Arrow and Chevron Sign Units and all services and operational supplies necessary to provide a functional sign unit during the life of the contract.

Three categories of furnishing and use of these type sign units are covered by this Section. These categories are as follows:

Pay Item 741-A - The furnishing of a new sign unit, its use during the contract, its re-conditioning and title transfer to the Department upon completion of the project.

Pay Item 741-B - The use of Department furnished units during the contract, the re-conditioning of the unit after completion of the project and its return to the Department's storage yard.

Pay Item 741-C - The furnishing and use of units during the contract with the title remaining with the Contractor.

741.02 Materials.

(a) Item 741-A.

All sign units furnished by the Contractor for use under this Item shall be listed on List IV-3, WORK ZONE TRAFFIC CONTROL DEVICES, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

All sign units furnished for use under this Item shall be new units which include all of the latest modifications to manufacturers current production models. Each sign unit shall be self contained and include message board, power supply and trailer.

(b) Item 741-B.

These units will generally meet the requirements of Subarticle (a) above and will be made available to the Contractor by the Alabama Department of Transportation for use during the course of the project. These units will have automatic dimming of lamp intensity for day and/or night operation. Operation manuals for these units will be furnished.

(c) Item 741-C.

All sign units furnished for use under this Item may be new or reconditioned units which were designed and manufactured specifically for use in traffic control which provide at least the following:

1. A minimum 4 foot x 7.8 foot {1.2 m x 2.4 m} message board of an appropriate design capable of producing a left or right hand mode for a sequential chevron (min. of 3 chevrons), flashing arrow, sequential arrow or sequential stem arrow using 5 inch {125 mm} diameter sealed beam lamps.
2. Electronic controls for operating messages at 30-50 FPM with automatic dimming of lamp intensity for day and/or night operation capability.
3. Power source shall be capable of providing an adequate continuous power supply for at least 24 hours without refueling.
4. A trailer of substantial design for transporting the sign unit from one location to another and to provide a stable setup at location of use.

741.03 Construction Requirements.

(a) General.

The portable sign unit furnished or provided under this Section is to be used in conjunction with the handling of traffic through the work. The use thereof is shown on the plan details for traffic handling.

(b) Maintenance.

All sign units shall be maintained in such a manner as to provide continuous service during their use on the project. Units which become nonoperational during use will require the Contractor to provide flagmen or other approved traffic handling methods until the units can be repaired or replaced.

In addition to the above the maintenance of units furnished by the Alabama Department of Transportation or which are to become the property of the Alabama Department of Transportation upon project completion shall include the following:

1. The sign units shall be stored in an approved secured storage area when not in use.
2. The Contractor will be required to perform all maintenance operations recommended by the manufacturer of the units keeping adequate records of such operation. The units shall be kept in good repair at all times. This includes cleaning of the unit and maintenance of the exposed protective coatings on the unit.

(c) Return or Transfer of Title to the Department.

Prior to completion of the project and when the units are deemed of no further use in handling of traffic, each unit shall be cleaned, checked and repaired as necessary to place the unit in good operation condition prior to transfer of title or return of the unit to the Department.

After inspection by Departmental personnel and the units are found to be in good operational condition with all working parts functioning, the units along with a copy of the unit's operating manual, maintenance records and title transfer, if required, shall be delivered to the designated Department storage yard.

741.04 Method of Measurement.

Measurement of Sign Units will be made in complete functional units.

741.05 Basis of Payment.

(a) Unit Price Coverage.

1. Item 741-A.

The ordered and accepted sign units under this Item, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the furnishing of a new sign unit and its exclusive use on the project, for providing all equipment, supplies, services, labor and incidentals necessary to operate and to maintain the units in good serviceable condition during the life of the contract, for transporting of the units as necessary, and upon completion of the project, the reconditioning of the units and the transfer of title of the unit to the Department along with its service records and operating manuals.

2. Item 741-B.

The ordered and accepted sign units under this Item, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the handling of the unit, for providing all equipment, supplies, services, labor and incidentals necessary to operate and to maintain the units in a good serviceable condition during the life of the contract and upon completion of the project the reconditioning of the unit to the same condition they were in upon their receipt and the return of the unit, its service records and operating manuals to the Department's storage facility.

3. Item 741-C.

The ordered and accepted sign units under this Item, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the furnishing of acceptable new or reconditioned sign units and its exclusive use during the life of the contract, for the handling of the unit and for providing all equipment, supplies, services, tools, labor and incidentals necessary to operate and to maintain the units in a good serviceable condition during the life of the contract.

(b) Payment will be made under Item No.:

741-A State Retained Portable Sequential Arrow and Chevron Sign Unit - per each

741-B State Furnished Portable Sequential Arrow and Chevron Sign Unit - per each
741-C Portable Sequential Arrow and Chevron Sign Unit - per each

SECTION 742
PORTABLE CHANGEABLE MESSAGE SIGNS

742.01 Description.

This section shall cover the work of furnishing new portable changeable message signs or utilizing State furnished portable changeable message signs. The furnishing of new signs includes all services and operational supplies necessary to provide a functional sign unit. All changeable message signs shall be in compliance with the current edition of the MUTCD (Manual on Uniform Traffic Control Devices).

742.02 Materials.

(a) General.

All changeable message signs shall be designated according to "Type" with a Type 1 having a one-line message display panel, a Type 2 having a three-line message display panel, and a Type 3 having a Full Matrix display panel. If ownership of the sign is to be retained by the State and the sign is vehicle mounted, the sign unit shall be suitably adaptable, including all connections, for mounting onto a standard size 1/2-ton pickup truck. The sign framework and installation shall be structurally adequate to allow complete sign operation, including raising and lowering the sign panel at sustained highway speeds of 62.5 miles per hour {100 km per hour}.

(b) Type 1 Message Sign.

A Type 1 sign shall be a portable, one-line, changeable message sign suitable for mounting on either a truck or on a two-wheeled trailer. The sign system shall consist of a single line sign panel assembly, controller, power supply, structural support system, all applicable software, and manuals.

(c) Type 2 Message Sign.

A Type 2 sign shall be a portable, three-line, changeable message sign mounted on a two-wheeled trailer. The sign system shall consist of a three-line sign panel assembly, controller, power supply, and structural support system, all mounted on a two-wheeled trailer. The sign unit shall be furnished with all necessary cabling, software and manuals.

(d) Type 3 Message Sign.

A Type 3 sign shall be a portable, full matrix (variable letter, graphic, and symbols), changeable message sign. The system shall consist of a full matrix sign panel assembly capable of producing an inverse display with a programmable controller capable of displaying standard traffic safety and custom symbols. The sign and power plant shall be trailer mounted. The sign shall be furnished with all necessary cabling, software, and manuals.

742.03 Construction Requirements.

(a) General.

The Contractor shall utilize to the fullest extent the Changeable Message Sign whenever any potential hazardous condition exists that would require extra emphasis in warning the driver of any emergencies that might arise during the construction, or at any location directed by the Engineer. Any message used on the sign shall be approved by the Engineer.

(b) Pay Item 742-A.

The Contractor shall furnish a new or used sign unit, and shall be totally responsible for the required performance of the sign.

An acceptable sign unit shall be one of the units listed on List IV-3, WORK ZONE TRAFFIC CONTROL DEVICES, Sub-Heading "Message Signs" of the Department's "Materials, Sources, and Devices with Special Acceptance Requirements" manual. Information concerning this list can also be found in Sub-article 106.01(f).

The Contractor shall retain ownership of the sign unit when the Engineer determines that the sign is no longer needed.

(c) Pay Item 742-B.

The Contractor shall furnish a new and fully functional sign unit. An acceptable sign unit shall be one of the units listed on List IV-3, WORK ZONE TRAFFIC CONTROL DEVICES, Sub-Heading "Message Signs" of the Department's "Materials, Sources, and Devices with Special Acceptance Requirements" manual.

When the Engineer determines that the sign unit is no longer needed, ownership shall be transferred to the Department.

(d) Pay Item 742-C.

The Contractor shall use a Department furnished sign unit. The Contractor shall clean, service and repair the sign unit when the Engineer determines that the sign unit is no longer needed, and shall return the sign unit to the Department and transfer the title of the unit to the Department.

742.04 Maintenance Requirements.

The sign unit shall be kept in good repair at all times. Failure, malfunction or damage to the unit for any reason shall require the Contractor to expedite the repair, or replacement, and furnish adequate flagmen or other approved means, at his expense, to provide a safe means for the control of traffic until the unit is put back into service. Maintenance shall include the periodic cleaning of the unit along with the repair of damage to the protective coating of the unit.

Sign units furnished under Pay Items 742-B (Contractor furnished) and 742-C (State furnished) shall be stored in an approved, secure storage area when not in use. The Contractor shall perform all maintenance operations recommended by the manufacturer of the sign and keep complete records of this maintenance.

742.05 Delivery of Unit and Transfer of Title, Pay Items 742-B and 742-C.

Prior to the completion of the project, and when the Engineer determines that the sign unit is no longer needed, the Contractor shall clean and service the unit to insure that the unit is in good operational condition. After Departmental personnel inspect the sign unit and find it to be in good operational condition with all working parts functioning, the unit, along with a copy of the unit's operating manual, maintenance records and title transfer (title transfer required under Pay Item 742-B), shall be delivered to the location designated by the Engineer.

742.06 Method of Measurement.

Measurement of Portable Changeable Message Signs will be by complete individual sign units for the type sign furnished.

There will be no overrun of this item without written permission of the Construction Engineer.

742.07 Basis of Payment.

(a) Unit Price Coverage.

The ordered and accepted sign units, measured as noted above, will be paid for at the contract unit prices which shall be full compensation for fabricating and furnishing the unit to the project, if required, for the exclusive use during the project, for maintenance and operation of the unit during the life of the contract, and includes all equipment, tools, labor, services, supplies, and incidentals necessary to complete this item of work.

The contract price for Pay Items 742-A and 742-B shall also include the reconditioning of the unit, transfer of the title of the unit, if required, and delivery to the designated storage location.

(b) Payment will be made under Item No.:

742-A Portable Changeable Message Signs, Type ____ - per Each
742-B State Retained Portable Changeable Message Signs, Type ____ - per Each
742-C State Furnished Portable Changeable Message Signs, Type ____ - per Each

CITY OF FIARHOPE
DOCUMENTS

ITEM V
INSURANCE

3.0 **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

3.06 **Commercial General Liability**

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

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

Coverage to include:

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

3.07 **Automobile Liability**

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

3.08 **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City PRIOR to commencement of any work on the CONTRACT. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the CITY

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

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said **CITY,** setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said **CITY** to which the policy applies.

2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said **CITY** to which the policy applies.

3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said **CITY** which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the **CITY** at the same time that notice thereof is given to the insured.

4. That it will mail to the City Council of the **CITY** of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the **CITY.**

END OF INSURANCE REQUIREMENTS

ITEM VI

City of Fairhope
CONTRACT

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

Bid Number/Name

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The CONTRACT consists of all the items contained within this CONTRACT, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.

2. The CONTRACTOR shall perform all the WORK described herein.

3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number (DAYS) days of the date specified in the *Notice to Proceed* (NTP) to be issued to the **CONTRACTOR** by the **OWNER,** or its authorized representative. The work shall be completed, subject to authorized adjustments, within (DAYS) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed.* Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of (DOLLARS) per working day.

4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____DOLLARS ($). This represents a LUMP SUM payment for performance of the **WORK**, which payment shall be issued after the Contract is fully performed and the **OWNER** has inspected the **WORK**.

5. **General Conditions**
   a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.

   b. **Notification and Accident Reports:** In the event of accidents of any kind, the **CONTRACTOR** shall notify the **OWNER** immediately and furnish, without delay, copies of all such accident reports to the **OWNER.** If in the performance of their Work, the **CONTRACTOR** fails to immediately report an

SAMPLE

accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine levied against the **OWNER** then the **CONTRACTOR** shall be responsible for all fines levied against the **OWNER**.

6. **Termination of Agreement**
    a. Termination for Default: Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
        i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.

        ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.

        iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.

    b. Termination for Convenience: The OWNER has the absolute right to terminate the Agreement upon "Award of Contract" another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

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

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

SAMPLE

prevent or hinder the performance of the OWNER'S or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day of the start of Work, shall extend the time of the OWNER'S or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

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

9. **Insurance Requirements**
   See **ATTACHMENT B**

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

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

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

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

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

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

SAMPLE

16. **Extra Work and Associated Costs**
    a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.

    b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

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

18. **Scope of Work**
    See **ATTACHMENT B**

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

20. **Miscellaneous Provisions**
    a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.

    b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.

    c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.

    d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.

    e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.

    f. This CONTRACT is considered a non-exclusive Agreement between the parties.

    g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

SAMPLE

h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.

j. This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

_____ ATTEST: _____
Sherry Sullivan, Mayor **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
COUNTY OF BALDWIN _____ }

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

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

NOTARY PUBLIC _____

SAMPLE

MY COMMISSION EXPIRES _____

IF INDIVIDUAL OR PARTNERSHIP

_____ Individual or Partnership

_____ Print Name of Partner

_____ Print Name of Representative Authorized to Sign Contracts for the firm

_____ Print Name of Partner

_____ Signature of Representative Authorized to Sign Contracts for the firm

_____ Print Name of Partner

_____ Address

_____ Address

_____ City, State, Zip Code

_____ Phone Number

_____ Fax Number

_____ Primary E-mail Address

_____ AL General Contractor License No. (Attach Copy)

_____ AL General Contractor License Major Categories

_____ AL General Contractor Specialties

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

IF CORPORATION OR LLC

_____ Company

_____ State of Incorporation

Company Representative

_____ Print Name of Representative Authorized to Sign Contracts for the firm

_____ Signature of Representative Authorized to Sign Contracts for the firm

_____ Address

SAMPLE

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

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

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____ }

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

_____ respectively of _____
Title Company Name

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

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

NOTARY PUBLIC_____

MY COMMISSION EXPIRES _____

SAMPLE

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 waiver 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 advice 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-DESCRIMINATION

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. 26-016-2023-PWI-013
Construction of New Sidewalk Along Parker Road
From Main Street to US-98
Public Works Project No. 2023-PWI 013

Bid Name:	**BID 26-016-2023-PWI-013** **Construction of New Sidewalk Along Parker Road** **From Main Street to US-98**
Issue Date:	January 16, 2026
Certificate of Insurance Requirements:	See Item V
MANDATORY Pre-Bid Meeting:	**Tuesday, February 19, 2026, at 10:00 A.M.** local time
Deadline for Questions Date:	**Monday, February 23, 2026, at 5:00 P.M.** local time
Bid Due Date:	**Thursday, February 26, 2026, at 10:00 A.M.** local time
City Internet Site:	www.FairhopeAL.gov
SEALED Bid Response Copies to submit:	One (1) Original Paper Copy
Purchasing Department Contact for questions:	Purchasing@FairhopeAL.gov (251) 928-8003

END OF INVITATION SUMMARY

ITEM XIII

CITY OF FAIRHOPE

CLOSEOUT DOCUMENTS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

CONTRACTOR'S AFFIDAVIT OF PAYMENT

FINAL RELEASE OF LIENS

NOTICE OF COMPLETION ADVERTISEMENT

CITY OF FAIRHOPE
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope- Purchasing Department**
555 S. Section Street
Fairhope, AL 36532

CONTRACTOR: _____

_____

_____

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

IN WITNESS WHEREOF

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

ATTEST
(Seal)

Surety Company

_____
Signature of Authorized Representative

_____
Title

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

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope- Purchasing**
555 S. Section Street
Fairhope, AL 36532

CONTRACTOR: _____

_____

_____

STATE OF: _____

COUNTY OF: _____

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

EXCEPTION: (If none, write NONE) _____

_____
CONTRACTOR

_____ _____
By: Title:

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

_____
NOTARY PUBLIC

My Commission expires_____/_____/_____

CITY OF FAIRHOPE
FINAL RELEASE OF LIENS

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

Under and pursuant to the following contract:

COF PROJECT NO: _____

COF PROJECT NAME: _____

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

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

_____
CONTRACTOR

_____ _____
By: SIGNATURE PRINTED NAME

_____
Title

STATE OF ALABAMA
COUNTY OF BALDWIN

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

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

_____
NOTARY PUBLIC

My Commission Expires: ____/____/____

CITY OF FAIRHOPE
NOTICE OF COMPLETION LEGAL NOTICE

Bid Number: _____

Bid Name: _____

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, for contracts $100,000 and over, notice is hereby given that _____, CONTRACTOR, has completed the Contract for the above referenced bid for the City of Fairhope, Alabama, OWNER, and has made request for final settlement of said Contract. Any claims for labor, materials or otherwise in connection with this project should be itemized, notarized, and presented to:

OWNER:

CITY OF FAIRHOPE – Purchasing Department
555 South Section Street
Fairhope, AL 36532

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

Contractor:

Newspaper(s) in which ad was run: _____

Dates ad was run (3 consecutive weeks): _____ _____ _____

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

Arrington Curb & Excavation, Inc
PO Box 20
Flomaton, Al 36441
License No. 45001

City of Fairhope
555 South Section Street
Fairhope, AL

CONSTRUCTION OF NEW SIDEWALK ALONG PARKER ROAD FROM MAIN STREET TO US-98

PROJECT NO. 2023-PWI 013

"SEALED BID"

received
3/10/26 RW
9:40

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Richard D. Johnson, PE - City Engineer **Department:** Public Works - Engineering

Project Name: 2023-PWI 013 Parker Road Sidewalks

Project Description: New sidewalks NS of Parker from Scenic 98 to US HWY 98 plus ped xing @ US98

Project Category: X **Bid** ___ **Professional Service** ___ **Other:** _____

Budget Amount: $340,000.00 **Budget Code:** 103-55780 Line 10

Budgeted for Current FY: X **Yes** ___ **No**

BID INFORMATION

Bid Duration: As required - max okay **Project Duration:** 120 Working Days

Engineer of Record: Overstreet and Associates - Robert Cummings, PE

Pre-Bid Meeting: ___ **No** X **Yes** ___ **Mandatory** X **Non-Mandatory**

Scope of Work Provided By: Overstreet & Assoc. **Contract Extensions:** ___ **No** ___ **Yes**

Project Manager: Richard D. Johnson, PE

Insurance Requirements: ___ **Minimum** X **Maximum**

Bonds: X **Bid** X **Performance** ___ **Labor & Materials**

Related Bids/RF's PO 20241190

FORCE ACCOUNT INFORMATION

Force Account Project: ___ **No** ___ **Yes** **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: Richard D. Johnson, PE Digitally signed by Richard D. Johnson, PE Date: 2025.11.04 13:10:49 -06'00'

Senior Accountant: Suzanne Doughty

City Treasurer: Kimberly Creech

Mayor: Sherry Sullivan

PRF - Parker Road Sidewalks

Final Audit Report 2025-11-05

Created:	2025-11-04
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP0VIJnorS9SNZ_RIXuHiTZQVScy8OY20

"PRF - Parker Road Sidewalks" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2025-11-04 - 9:58:45 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2025-11-04 - 9:59:09 PM GMT

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2025-11-04 - 10:41:34 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2025-11-04 - 10:42:25 PM GMT - Time Source: server

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2025-11-04 - 11:47:12 PM GMT

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2025-11-04 - 11:47:51 PM GMT

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2025-11-05 - 12:42:41 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2025-11-05 - 12:43:27 PM GMT - Time Source: server

Agreement completed.
2025-11-05 - 12:43:27 PM GMT

ALABAMA
DEPARTMENT OF TRANSPORTATION

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

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

March 11, 2026

Mr. Richard Johnson, P.E., City Engineer
City of Fairhope
555 South Section St.
Fairhope, AL 36533

Dear Mr. Johnson:

Re: **Project No. CRPES-0223(253)**
New Sidewalk along Parker Rd from CR-98 to SR-42 (US-98)
City of Daphne

My office has reviewed the City's letter dated March 11, 2026, along with the bid tabulation for the above-referenced project. ALDOT concurs with the City's recommendation to award the project to Arrington Curb & Excavation, Inc. in the amount of $253,313.23. Please advise this office when the preconstruction conference is scheduled.

If we may be of further assistance, please let us know.

Sincerely,

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

By: Stephanie Dragotta
Stephanie Dragotta, P.E.
Local Transportation Engineer-Mobile Area

SAD/
c: Mr. Brad Lindsey, P.E.
Mr. Matt Ericksen, P.E.
Mr. Edwin Perry, P.E.
File

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-732

FROM:	Richard Johnson, CITY ENGINEER John Thomas, Interim Public Works Director Nicole Love, Grants Coordinator
SUBJECT:	The City Engineer, Richard Johnson, and the Interim Public Works Director, John Thomas, are requesting to procure a qualified firm to provide professional landscape architectural and engineering & architectural design services for the next two construction phases of Flying Creek Nature Preserve. Phase II is a Gulf of Mexico Energy Security Act (GOMESA) Grant Funded Capital Improvement Project within the City parkland already developed in Phase I and is based on the continuation of the approved Project Masterplan for this northern tract.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the selection of Duplantis Design Group, PC (DDG) by the evaluation team for RFQ PS26-015 Professional Landscape Architectural and A&E Services for the Flying Creek Nature Preserve Phase II (GOMESA Funded Project No. 2026-PWD 100) and Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110) and authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

BACKGROUND INFORMATION:

A Request for Qualifications was issued on January 16, 2026, posted to the City of Fairhope's website, and advertised in three (3) statewide newspapers and Gulf Coast Media for three (3) weeks. Four (4) responsive proposals were received at the bid opening on February 19, 2026 at 3:00 p.m.

The proposals were evaluated by five (5) City of Fairhope staff (see attached Evaluation Score Sheet). The recommendation by the City Engineer and the evaluation team is to hire Duplantis Design Group, PC (DDG) for this project.

Previous Council Action:

November 12, 2024 - Resolution No. 5264-24 - That City Council authorizes acceptance of the GOMESA Grant award from ADCNR for Phase II to Construct Improvements at Flying Creek Nature Preserve; and authorizes the Mayor to sign the Grant Agreement

and other grant related documents on behalf of the City.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
103-55890-10	FCNP - North Triangle (Phase II)	TBD	TBD	TBD
103-55893-10	FCNP - South Tract (Phase III)	TBD	TBD	TBD

Project No.: 2026PWD100 | Project Expense String: 2026PWD100-ENG (North Triangle)
Project No.: 2026PWD110 | Project Expense String: 2026PWD110-ENG (South Tract)

GRANT:

GOMESA Grant G-CFNPII/24/CF

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 Council approves the selection by the Evaluation Team for Professional Landscape Architectural and A&E Services for (RFQ PS26-015) for the Flying Creek Nature Preserve Phase II (GOMESA Funded Project No. 2026-PWD-100) and Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110) to Duplantis Design Group, PC (DDG); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Jenny Opal Wilson, CMC
Assistant City Clerk

CITY OF FAIRHOPE EVALUATION
RFQ PS26-015
NAME: Request for Qualifications
Professional Landscape Architectural and A&E Services
Flying Creek Nature Preserve
Phase II (GOMESA Funded Project No. 2026-PWD 100) and
Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110)
GOMESA Grant No. G-CFNPII/24/CF
Opened: February 19, 2026 at 3:00 P.M.

Duplantis Design Group, PC (DDG)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Minimum Qualifications	0-10	8	10	9	10	9
Criteria 2: Knowledge of the GOMESA and other Federally Funded Programs	0-15	13	14	13	13	13
Criteria 3: Resources and Availability	0-20	17	18	17	17	19
Criteria 4: Experience of Proposed Personnel	0-20	17	18	18	18	19
Criteria 5: Scope of Services	0-15	13	14	15	15	13
Criteria 6: Experience with Similar Projects	0-20	16	19	19	18	18
Total Score:		84	93	91	91	91
Average Score:						90

Kimley-Horn and Associates, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Minimum Qualifications	0-10	7	10	8	10	8
Criteria 2: Knowledge of the GOMESA and other Federally Funded Programs	0-15	12	12	11	14	13
Criteria 3: Resources and Availability	0-20	16	16	16	18	17
Criteria 4: Experience of Proposed Personnel	0-20	15	16	18	20	18
Criteria 5: Scope of Services	0-15	13	13	14	15	13
Criteria 6: Experience with Similar Projects	0-20	14	17	15	17	18
Total Score:		77	84	82	94	87
Average Score:						85

Thompson Engineering, Inc.

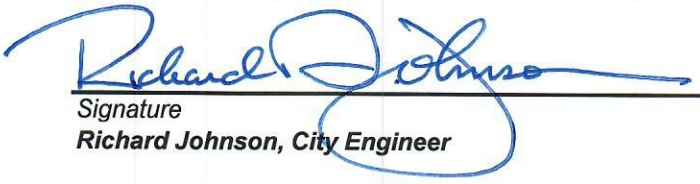
	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Minimum Qualifications	0-10	7	10	8	10	10
Criteria 2: Knowledge of the GOMESA and other Federally Funded Programs	0-15	12	14	15	13	13
Criteria 3: Resources and Availability	0-20	15	16	20	15	18
Criteria 4: Experience of Proposed Personnel	0-20	12	16	12	17	17
Criteria 5: Scope of Services	0-15	12	14	12	14	13
Criteria 6: Experience with Similar Projects	0-20	15	18	19	16	19
Total Score:		73	88	86	85	90
Average Score:						84

WAS Design, Inc.

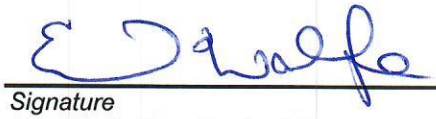
	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Minimum Qualifications	0-10	7	10	9	7	8
Criteria 2: Knowledge of the GOMESA and other Federally Funded Programs	0-15	12	14	10	7	14
Criteria 3: Resources and Availability	0-20	15	18	19	15	18
Criteria 4: Experience of Proposed Personnel	0-20	17	18	15	17	18
Criteria 5: Scope of Services	0-15	12	14	10	7	14
Criteria 6: Experience with Similar Projects	0-20	15	19	18	18	18
Total Score:		78	93	81	71	90
Average Score:						83

Recommendation:

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



Signature
Richard Johnson, City Engineer



Signature
Erin Wolfe, Purchasing Manager

REQUEST FOR QUALIFICATIONS

Professional Landscape Architectural and A&E Services
Flying Creek Nature Preserve
Phase II (GOMESA Funded Project No. 2026-PWD 100) and
Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110)

POINT OF CONTACT:
Christopher Grant, PLA
Regional Manager + Landscape Architect
314 Magnolia Ave, Ste. 117, No 24
Fairhope, Alabama 36532
T: 251.930.5891
cgrant@ddgpc.com

City of Fairhope
City Services and Public Utilities
Ms. Erin Wolfe, Purchasing Manager
555 South Section St. Fairhope, AL 36532
Email: Purchasing@FairhopeAL.gov

Respondent: Duplantis Design Group, PC (DDG)
Address: 314 Magnolia Ave, Ste. 117, No 24
Fairhope, Alabama 36532
Telephone Number: 251.930.5891
Dun and Bradstreet (DUNS) Number: 969456862

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03 Cover Letter

04 Approach + Methodology

08 Resources + Availability

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20 Scope of Services

22 Experience with Similar Projects

24 Sam Registration

25 Byrd Anti-Lobbying

February 19, 2026

Attn: Ms. Erin Wolfe, Purchasing Manager
555 South Section St., Fairhope, AL 36532

Re: Request for Qualifications
Professional Landscape Architectural and A&E Services Flying Creek Nature Preserve Phase II (GOMESA Funded Project No. 2026-PWD 100) and Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110)

Dear Ms. Erin Wolfe and Selection Committee,

Duplantis Design Group, PC (DDG), together with our partners **International Mountain Bicycling Association (IMBA)** and **Cypress Coast Consulting (CCC),** are honored to submit our attached statement of qualifications in response to your request for qualifications for the continued design and construction related services for Flying Creek Nature Preserve - Phase II & III. Our team will provide comprehensive planning, engineering, and landscape architectural services to include specialized mountain bike trail design, survey, environmental permitting, and structural design.

DDG understands the critical importance of creating parks that are adaptable and environmentally responsible, and we are fully committed to the implementation of these principles. We embrace this opportunity to design both passive and active recreation spaces that seamlessly integrate diverse programs and complex functionality into an immersive and layered experience. Our design solutions will be grounded in sustainability and resiliency measures with a focus on long-term operations and maintenance, enhancing connectivity and inclusion, and improving facilities and amenities, while promoting educational opportunities throughout Flying Creek Nature Preserve.

As a professional Landscape Architect, **Christopher Grant, PLA** will serve as the primary contact and proposed Project Principal for this program. **Nicholas Combs, PE**, will serve as the Project Manager and Engineer-of-Record. Christopher works out of our Fairhope office located at 314 Magnolia Ave, Suite 117, Fairhope, AL 36532. Christopher can be reached via phone at (251) 930-5891 and via email at cgrant@ddgpc.com. In addition to Christopher and Nick, our key team members proposed for this project include the following: Chad Danos, PLA (Landscape Architect); Amelia Rusbar, PLA, AICP (Planner); Evan Geerts, PE (Civil Engineer); Hannah Kraljevic, EI (Project Manager); Robert Bradford, AIA (Architect); Cory MacMenamin, PLS, MBA (Survey Lead); Dennis Gowin, PLS (Surveyor); Jarrod Grandon (Environmental & Regulatory Lead); Tim Halbakken (Trail Solutions Planner); and Luke Hagen, PE (Structural Engineer). Our team is committed to complete the project in a timely manner and will dedicate resources accordingly. More information, including professional certifications on each key team member, can be found on their resumes starting on page 19.

DDG's success is built on our unwavering commitment to our core values: Respect, Integrity, Client Satisfaction, and Excellence. We believe in delivering quality results through quality people and assembling the best team to ensure successful project outcomes. From leadership to field crews, every member of our team takes pride in prioritizing client needs and project goals above all else.

DDG has reviewed and hereby acknowledges Addendum No. 1 and Addendum No. 2. DDG affirms its past, current, and ongoing compliance with all applicable City, State, and Federal laws governing the procurement and contracting of Professional Services. We remain committed to adhering to all regulatory requirements and industry standards in every phase of our work, and we will continue to uphold these obligations in all future engagements.

Enclosed is our team's response to the RFQ, which outlines the qualifications and capabilities for the project. Once you have had an opportunity to review the enclosed proposal, please do not hesitate to contact us with any questions. Thank you in advance for your consideration, and for the opportunity to continue to develop quality recreational facilities in Fairhope.

Kainen T. LeBlanc, PE
Chief Administrative Officer + Partner
Professional Engineer, Alabama #36655

PROPOSED PROJECT APPROACH

DDG is committed to supporting the City of Fairhope by providing comprehensive planning, architecture, landscape architecture, and engineering services for the design and revitalization of Flying Creek Nature Preserve. **Christopher Grant, PLA** and **Nicholas Combs, PE** will continue to provide the same level of service that the City received from them for the planning, design, and construction of Phase 1 of Flying Creek Nature Preserve. Christopher and Nick's role in developing the master plans for the passive and active recreation parcels have provided them with a deep understanding of the City's goals, program, and budgets associated with the future development of this park. In addition, our team brings expertise across all required disciplines to successfully deliver the scope outlined in the RFQ. To guide this effort, we have developed a conceptual approach and methodology tailored to the scale and complexity of these types of projects.

With extensive experience in creating innovative and sustainable designs for parks, public spaces, and waterfront access, DDG applies proven systems and strategies to achieve lasting results. The following tasks shown below present a traditional four-phase design and delivery process that we envision utilizing for the design and implementation of the Flying Creek Nature Preserve project. We also understand that the City feels very comfortable with the defined program of the North parcel, however, we think there is value in re-engaging the steering committee together with our mountain bike consultant, **IMBA**, to further define and refine the program and layout of the South parcel, specific to sustainable mountain bike trail design and construction.

DEFINE PHASE (PHASE III)

In the DEFINE phase, the project delivery team will work closely with the City of Fairhope, City staff, and local stakeholders to identify and reassess project needs and requirements based on the current City's initiatives. DDG will assist the City by designing and implementing meaningful engagement and communications regarding project and design activities, including compliance, permitting, project implementation, monitoring, and adaptive management.

Tasks:

Kick-off Meeting: Conduct meetings with the City of Fairhope and steering committee to review scope, goals and objectives, discuss roles and responsibilities, identify a preliminary project schedule, and discuss questions or concerns.

Project Management: DDG will conduct periodic meetings with the City of Fairhope project manager and necessary staff to coordinate the project's progress and schedule. DDG will provide project management duties throughout the course of the project. This will include billing, tracking and updating deviations in the schedule, and adherence to the scope while maintaining communication with the City staff. DDG anticipates holding monthly meetings, either virtually via Microsoft Teams or in-person as appropriate for the duration of the project life cycle.

Site Investigation: DDG will further explore the project areas to capture photography and notations on the locations, conditions, and surroundings, while documenting strengths, weaknesses, opportunities, and potential challenges or constraints.

Outreach strategy: DDG and the City will develop and implement a public involvement plan that outlines the goals, objectives, strategies, and tools for engaging the public and stakeholders throughout the define phase for the active recreation parcel.

PROPOSED PROJECT APPROACH CONTINUED

The outreach strategy will include a variety of methods and forums, such as public workshops, community surveys, public information displays, press releases, web materials, and social media.

DISCOVER PHASE (PHASE III)

In the DISCOVER phase, unique design concepts will be developed based on the findings of the Define phase. The Discover phase will prioritize the development of design alternatives, phasing strategies, program requirements, preliminary cost estimates, and visual renderings. Phasing plans, cost estimates, and renderings of completed products will be included for communication purposes. DDG will participate in community engagement meetings as required by the City.

Tasks:

Concept Plan Refinement: DDG will develop conceptual plan illustrations and visualizations to articulate possible future visions for solutions and alternatives as part of the master planning process. The alternatives will be utilized during the public outreach component identified in the Define phase and will inform the design team and City on preferences moving forward.

Presentation of Concept Plan: We will present our recommendations to the City Council for final review and approval. The presentation will include a visual presentation highlighting key takeaways and identifying any critical components.

DESIGN PHASE (PHASE II AND III)

In the DESIGN phase, project-related permitting will be identified and executed, and participation in regulatory compliance and correspondence will be ensured. Coordination with all utilities throughout design and during pre-bid will be conducted. All necessary surveys and environmental studies will be carried out. Plans, specifications, and cost estimates will be prepared at 30%, 60%, and 90% completion stages and 100% bid documents will be created and coordinated with the City of Fairhope. Final plans and bid documents will be prepared. DDG will assist the City of Fairhope with the pre-bid and bid opening process.

Tasks:

Schematic Design: SD documents will augment the previously prepared concepts and will evaluate life safety codes, size, function, circulation, orientation, material selection, and form in the most aesthetically pleasing manner. The documents will be prepared to a 30% completion level with a coordination meeting with the design team and City to determine necessary edits before moving to the next design stage.

Design Development: DD documents will coordinate specific site systems with the design team and the City to refine the design solution to a 60% completion level. A coordination meeting will determine necessary edits before moving to the next design stage.

Construction Documents: CD documents will complete the technical construction documents for the project's scope to a 90% level. A final coordination meeting and review will determine necessary edits before finalizing documents for construction bidding.

Permitting: DDG will submit final construction documents to the appropriate authorities having jurisdiction. Once agencies have approved the plans, the awarded general contractor will apply for the actual building permit, if required, and pay any/all associated permitting fees.

Bidding and Contract Administration: In this phase, DDG will assist the City with the public bid and contract award process in accordance with the City of Fairhope's standards.

PROPOSED PROJECT APPROACH CONTINUED

DELIVER PHASE (PHASE II AND III)

In the DELIVER phase, technical assistance will be provided during construction observation, including submittal reviews, design supplements, site reports, and construction invoicing reviews. DDG will serve as the Architect, Landscape Architect, and Engineer of Record throughout the entire project, including preconstruction, construction, and post-construction activities. As-built certification will be provided.

Tasks:

Construction Administration: During construction, DDG will represent the City of Fairhope and will assist by providing construction administration services by conducting the following:

- Conduct periodic construction site observations reporting any known and/or visible deviations.
- Attend and conduct a pre-construction conference.
- Attend site visits at an appropriate interval to the stage of construction.
- Receive, evaluate, and formally answer contractor requests for information (RFI's).
- Receive and evaluate contractor's periodic requests for payment.
- Attend substantial completion inspection.

Project Close-Out: At the conclusion of the substantial completion inspection, DDG will create a punch list of items (with associated values) that require completion by the contractor.

- Work closely with the City's Grant Administrator, Nicole Love, to provide her with all necessary documentation for reporting and close-out.

FEDERAL FUNDED PROJECT EXPERIENCE

DDG has a strong reputation of successfully implementing planning and design of local projects through federal funds, including GOMESA, Restore, Community Development Block Grant (CDBG), FEMA Hazard Mitigation Grant Program (HMGP). Our professionals are well-versed in the guidelines, regulations, compliance requirements and documentation requirements specific to GOMESA during the pre-design, design, and construction phases. DDG understands that we will work closely with the City of Fairhope Grant Administrator, Ms. Nicole Love, to help with any documentation or exhibits needed to fulfill the reporting requirements of GOMESA. Specifically, Christopher Grant and Nick Combs have worked closely on several local GOMESA projects to include Flying Creek Nature Preserve Phase I, City of Spanish Fort Honor Park, Mobile County Cypress Creek Waterfront Park, Mobile County Chickasabogue Waterfront Park, and the City of Loxley Corn Branch Tributary Stream Restoration projects.

2024 - Town of Arcadia - Hazel Street Flood Mitigation (CDBG)
2024 - St. Tammany Parish Government - West Diversion East Pond (CDBG)
2024- City of Youngsville - Youngsville Roundabout SS4A Grant
2023 - Assumption Parish Police Jury - Assumption Parish Flood Protection Levee Improvements (GOMESA)
2023- Mobile County- Semmes Senior Center Walking Trail - Phase Two (CDBG-HUD)
2023 - Greater Lafourche Port Commission - Coastal Park Planning & Development (LWCF)
2023 - Assumption Parish Recreation District #2 - Park Renovations & Expansion (LWCF)
2022 – Terrebonne Parish Cons. Government – WWTP Sludge Digester Roof Replacement
2022 – Terrebonne Parish Cons. Government – Hurricane Ida Renovations/Repairs to Facilities & Pump Stations
2022 – Houma-Terrebonne Housing Authority – Hurricane Ida Renovations to Facilities (Re-development of Senator Circle Complex)
2022 – Thibodaux Volunteer Fire Department – Hurricane Ida Repairs to 8 Stations
2022 – Terrebonne Rec. District – Hurricane Ida Renovations to Facilities
2021 – Greater Lafourche Port Commission – Hurricane Ida Renovations to Facilities (Repairs/Renovations to Administration Building)
2021 – Terrebonne Parish School District – Hurricane Ida Renovations to 7 Schools
2021 – Lafourche Parish Government – Hurricane Ida Renovations to 5 Facilities
2021 – Lafourche Parish Government – Hurricane Ida Repairs to 5 Pump Stations
2021 – Lafourche Parish Government – Hurricane Ida Repairs to 6 Field Offices: Thibodaux, Raceland, Lockport, Galliano, Choctaw, Bayou Blue
2021 – Lafourche Parish Parks – Hurricane Ida Repairs to 9 Parks
2021 – Diocese of Houma-Thibodaux – Hurricane Ida Renovations to 4 Facilities
2021 – Terrebonne Parish Consolidated Government – Eastside Substation (CDBG)
2020 - Baton Rouge Parks and Recreation - Scotlandville Parkway Park & Multi-Use Trail (RTPL/TAP)
2020 - City of Baker - Bayou Brushy Drainage Improvements (HMGP)
2019 – Lafayette Consolidated Government - Derby Heights Drainage (CDBG)
2016 – St. Tammany Parish Government, W-14 Widening and Fritchie Marsh Creation (HMGP)
2014 – City of Broussard; Street Construction (CDBG)
2014 – City of Broussard; Water & Sewer Lift Station Service for IPT Global (CDBG)
2013 – Terrebonne Parish Consolidated Government, Department of Public Works Administration Building (CDBG)
2013 – St. Charles Parish Government, Emergency Operations Center (CDBG)
2013 – Lafourche Parish Government, Elevation Program Project (HMGP)
2013 – Assumption Parish Police Jury, Administrative Building (CDBG)
2012 – Terrebonne Parish Consolidated Government, Juvenile Justice Complex (CDBG)
2012 – Assumption Parish Police Jury, Community Center (CDBG/DRU)
2012 – Assumption Parish Police Jury, Bayou L'Ourse Community Center (CDBG/DRU)
2011 – City of Slidell, Rufus Viner Community Center (CDBG)
2011 – Lafourche Parish School Board, Thibodaux Elementary School Classroom Addition (CDBG)
2011 – St. Tammany Parish Government, Drainage Improvements (LRA/CDBG)
2010 – St. Tammany Parish Government, Lower 15 Drainage Improvements (CDBG)
2010 – Plaquemines Parish Government, East Bank Sewer Improvements (CDBG)
2010 – Lafourche Parish Government, Jesse Dufrene Pump Station/Gheens Area Drainage Improvements (HMGP)

RESOURCES AND AVAILABILITY

DDG has the skills and resources to manage projects involving public transit, wayfinding, urban planning, and landscape design. Our team of planners, transportation experts, landscape architects, and designers uses advanced GIS tools and collaborates with municipal partners to deliver sustainable solutions. We have a proven record of integrating transit, pedestrian safety, and aesthetics to create vibrant communities. For this park in an urbanized area intersected by city and state roads, DDG ensures effective integration with the surrounding infrastructure and natural preserve. Our experience with projects like the Lafourche Parish Multiuse Path Plan, Scotlandville Parkway, Port Fourchon Coastal Wetlands Park, and several Traditional Neighborhood Developments demonstrates our capability to balance urban needs with environmental conservation.

Fully leveraging the capacity of DDG's staff will be achieved on an understanding of each individual's expertise, communication of roles and responsibilities, clear assignments, and establishing attainable project milestones. DDG will provide the leadership necessary to ensure the work is delivered on time, on budget, and to the quality expected.

DDG has the staff resources available to assign team members to various projects and begin work immediately. At DDG, we pride ourselves on timely service and recognize that our clients' schedules are a fundamental and critical success factor for their projects – particularly when it involves grant monies with time constraints for expenditure. As a result, we realize it is important for all parties to understand the time schedule from day one, and we utilize our staff size, experience and workload to best suit the project schedule.

To align with the City's vision and ensure all required technical disciplines are fully covered, DDG has assembled a qualified team consisting of our in-house professionals and the following subconsultants, each available to support the project as needed: IMBA Trail Solutions for Trail Design and Off-Road Bicycling Features and Cypress Coast Consulting for Structural Engineering. These partners are committed and available for coordination throughout the duration of the project to provide timely, discipline-specific expertise.

To support the project team as needs arise, we maintain a relationship with Hersick + Webster, a trusted consultant specializing in wayfinding strategy and interpretive signage. Their services are available to our team on an as-needed basis, ensuring immediate access to subject-matter expertise should the project require specialized guidance. This added resource allows us to respond efficiently to any wayfinding or interpretive signage needs without impacting project schedule or quality.

DDG

BROAD VISION. EXPERT FOCUS.

FAIRHOPE
MOBILE
GAUTIER
NEW ORLEANS
COVINGTON
BATON ROUGE
ST. GEORGE
THIBODAUX
LAFAYETTE
HOUSTON

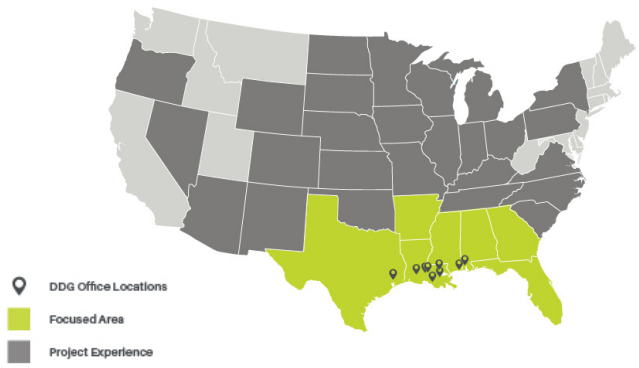
200+	16	4,500+	50	10
EMPLOYEES	STATES LICENSED	PROJECTS COMPLETED	LICENSED PROFESSIONALS	OFFICE LOCATIONS

At DDG, we view ourselves not just as consultants, but as true **partners**. We bring our core values—Respect, Integrity, Client Satisfaction, and Excellence—to every project, ensuring we leave the communities where we live, work, and play better than we found them.

DDG is a **multi-disciplinary firm** that offers eleven (11) service lines: civil engineering, program management, architecture, landscape architecture, coastal engineering, water resources, environmental, surveying, structural engineering, funding advisory, and transportation. DDG has successfully completed over 4,500 projects across the Gulf Coast Region. DDG has over two decades of experience managing every aspect of a project. From the initial site assessment and due diligence through the project's substantial completion, DDG's team of design professionals pride themselves not only on the technical aspects of a project, but also on our ability to focus on exceeding a clients' expectations and providing top rated client satisfaction.

OUR SERVICES

CIVIL ENGINEERING | ARCHITECTURE | LANDSCAPE ARCHITECTURE | WATER RESOURCES | SURVEYING | COASTAL ENGINEERING | ENVIRONMENTAL + REGULATORY | TRANSPORTATION | STRUCTURAL ENGINEERING | FUNDING ADVISORY | PROGRAM MANAGEMENT



Our expert teams collectively work to enhance the way people interact with everything from city skylines to natural environments, while continuing to foster innovation that benefit both client and community.

SUBCONSULTANT FIRMS

Cypress Coast Consulting (CCC)

Cypress Coast Consulting is a woman-owned civil and structural engineering firm servicing the gulf coast. We specialize in structural design, analysis, and inspection services for a wide array of clients. We pride ourselves not only on delivering excellent products, but also exceptional responsiveness, quality, and timeliness. Our company has headquarters in Fairhope, AL with an additional office in Santa Rosa Beach, Florida.

Luke Hagen, the company's principal engineer, has extensive experience designing single family and multi-family residential, commercial, and industrial projects. He enjoys the intricacies presented through historical renovation projects and getting creative with innovative designs. He earned his Bachelor of Science degree in Civil Engineering from Louisiana State University, a licensed professional engineer, and is a member of the American Society of Civil Engineers. **CCC is currently working closely with the City of Fairhope for the relocation of the Henry Stuart House to the Flying Creek Nature Preserve site.**

International Mountain Bicycling Association (IMBA)

IMBA Trail Solutions is the international leader in developing singletrack trails and bike-optimized facilities, with experience in over 1000 projects in North America, South America, Australia, Europe, and Asia. Our staff excels at planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts, social conflicts, and reducing required maintenance. Trail Solutions is a fee-for-service based program of the International Mountain Bicycling Association (IMBA), a 501(c)3 non-profit organization. IMBA's mission is to create, enhance and protect great places to ride mountain bikes. Trail Solutions employs approximately twenty-five professional trail planners, project managers, and builders. In addition to being industry professionals and exceptional mountain bike riders; Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, engineering, environmental sciences, construction management to GIS systems, AutoCAD, and graphic design.

Our wealth of experience has allowed us to develop professional trail industry recognized guidelines for creation of sustainable and enjoyable singletrack trails. These guidelines have influenced all major federal land management agencies and a large number of state and local parks departments. We pride ourselves on the positive experiences we have provided to the millions of active trail users around the world and in the economic independence that communities have achieved through the development of destination trail systems. **IMBA worked closely with the City of Fairhope in 2020 to create a feasibility study and preliminary master plan, particularly focused on the "Triangle" property off of Veteran's Drive.**

Hersick + Webster

Hersick + Webster is an award-winning branding and placemaking team with more than 25 years experience leveraging design to make impacts in communities close to home and across five continents. We focus on the overlaps between economic development, tourism, outdoor recreation, and public wellness. We work with people who are creating positive impact for people and places. This includes purpose-driven businesses, state and local agencies, as well as the organizations that support them–including CDFIs, Economic and Tourism Development Authorities, Planners, Developers, and Architects. Our services include clarity workshops, campaigns, and consulting + coaching. We believe it's critical to define the problem before prescribing solutions. Our primary focus is on helping organizations become intentional about their actions. Our Clarity Workshops range from one-day insight sprints to many month transformation strategies. Our brand-driven process aligns assets and experiences to audiences. The tools developed range from digital and print materials to programming. We use a project-based fee structure, balancing your priorities and budget to define deliverables and activities needed to reach goals. We provide ongoing support, advice, and marketing retainers to increase your organization's capabilities, capacity, and project control.

ORGANIZATIONAL CHART

CHRISTOPHER GRANT, PLA
Project Principal + Landscape Architect Lead

LANDSCAPE ARCHITECTURE

CHAD DANOS, PLA, FASLA
Landscape Architect

AMELIA RUSBAR, PLA, AICP
Planner + Stakeholder Engagement

CIVIL ENGINEERING

NICK COMBS, PE
Civil Engineering Lead + Senior Project Manager

EVAN GEERTS, PE
Civil Engineer

HANNAH KRALJEVIC, EI
Assistant Project Manager

ARCHITECTURE

ROBERT BRADFORD, AIA
Architecture Lead

SURVEY

CORY MACMENAMIN, PLS, MBA
Survey Lead

DENNIS GOWIN, PLS
Senior Professional Land Surveyor

ENVIRONMENTAL + REGULATORY

JARROD GRANDON, MS
Environmental + Regulatory Lead

TRAIL DESIGN

TIM HALBAKKEN
Planner + Project Manager

AMA KOENIGSHOF
Director of Planning & Design

FORREST TOWN
Planner

STRUCTURAL ENGINEERING

LUKE HAGEN, PE
Structural Engineering Lead

CHRISTOPHER GRANT, PLA

PROJECT PRINCIPAL + LANDSCAPE ARCHITECTURE LEAD

EDUCATION
Bachelor of Landscape Architecture, 2005, Louisiana State University

EXPERIENCE
20+ years of experience

WITH DDG
<1 Year

REGISTRATIONS
Registered Landscape Architect
- Alabama, #809
- Louisiana, #G-251
- Mississippi, #691
- Louisiana, #31022
- Texas, #3265
- Tennessee, #1192

AFFILIATIONS
American Society of Landscape Architects (ASLA)

American Planning Association (APA)

United States Green Building Council (USGBC)

Christopher Grant, PLA serves as Regional Manager and Landscape Architect with DDG. With more than 20 years of experience in landscape architecture and master planning projects across the Gulf Coast, he brings extensive design expertise and a strong record of successfully managing complex, multi-disciplinary projects. In his role, Christopher leads strategic business development efforts and plays a pivotal part in expanding DDG's footprint across Alabama. His passion for design is driven by the meaningful relationships he cultivates with clients. He thrives in interdisciplinary environments collaborating alongside planners, engineers, and architects to create places that are engaging, inclusive, and enduring.

NOTABLE PROJECT EXPERIENCE

Flying Creek Nature Preserve | Fairhope, AL

FEEF Nest Campus | Fairhope, AL

Gulf Coast Center for Ecotourism & Sustainability | Gulf Shores, AL

Cypress Creek Golf Course and Waterfront Park | Mobile, AL
Bishop State Campus Master Plan | Mobile, AL
Blueway Master Plan | Mobile County, AL
Chickasabogue Park Waterfront Master Plan | Mobile County, AL
Weeks Bay Watershed Management Plan | Baldwin County, AL
Honor Park Nature Preserve | Spanish Fort, AL
Africatown Gateway Master Plan | Mobile County, AL

**All of Christopher's listed experience and images were completed prior to DDG.*

CHAD DANOS, FASLA, PLA

LANDSCAPE ARCHITECT

A leader in his field, Chad Danos approaches each challenge with conviction inspired by his South Louisiana heritage and work ethic. Chad has an intimate awareness of the rich cultural differences and shared values throughout the Gulf South, offering clients an attention to its local and cultural perspective that he utilizes to create successful and regionally appropriate designs. His experience in public project design and construction began by working for the prestigious and innovative Boca Raton Parks and Recreation department. Driven by his passion for creating functional and sustainable designs, Chad ensures every project is thoughtfully planned with the community in mind. Chad is a Registered Landscape Architect in six states including Alabama and an active member of the American Society of Landscape Architects. He is also active with the Council of Landscape Architects Registration Board, and the Louisiana Horticulture Commission.

EDUCATION
Bachelor of Landscape Architecture, 1990, Louisiana State University

CERTIFICATIONS
Registered Landscape Architect
- Alabama, #708

NOTABLE PROJECT EXPERIENCE

Bogue Chitto State Park | Franklinton, LA
Semmes Senior Center Walking Trail | Mobile, LA
Moncus Park Phase 2 | Lafayette, LA
Port Allen Recreation Trail | Port Allen, LA
BREC Ward's Creek - Ochsner Trail | Baton Rouge, LA
BREC Scotlandville Parkway Park | Baton Rouge, LA
Des Allemands Boat Launch + Park | Des Allemands, LA
Mobile County Sportsplex | Mobile County, AL

AMELIA RUSBAR, PLA, AICP

PLANNER + STAKEHOLDER ENGAGEMENT

With over 12 years of experience in her field, Amelia has developed relationships across disciplines at DDG to embody a truly unified approach to landscape architecture. She brings a vast knowledge base and an open curiosity to each endeavor, from master planning and analysis reporting to commercial developments and recreational facilities, Amelia's wholistic approach to design enables new ideas to flourish no matter the project. She has a passion for designing spaces that foster a sense of place and purpose while bringing the community together. She is an active member of the American Society of Landscape Architects (ASLA), Amelia's expertise is recognized by her peers and clients alike. Her work has received awards from the Louisiana Chapter of ASLA on multiple occasions. Amelia is certified through the American Institute of Certified Planners.

EDUCATION
Bachelor of Landscape Architecture, 2012, Louisiana State University

CERTIFICATIONS
Registered Landscape Architect
- Louisiana, #R-656

Certified through AICP

NOTABLE PROJECT EXPERIENCE

Bogue Chitto State Park | Franklinton, LA
Semmes Senior Center Walking Trail | Mobile, LA
Moncus Park Phase 2 | Lafayette, LA
Port Allen Recreation Trail | Port Allen, LA
BREC Ward's Creek - Ochsner Trail | Baton Rouge, LA
BREC Scotlandville Parkway Park | Baton Rouge, LA
Des Allemands Boat Launch + Park | Des
, LA
Marquette Boulevard Walking Path | Baton Rouge, LA
Boone Drive Walking Path | Baton Rouge, LA

NICK COMBS, PE

CIVIL ENGINEERING LEAD + SENIOR PROJECT MANAGER

Nick Combs, PE, oversees the planning, design, and delivery of complex civil engineering projects. In this role, Nick manages all phases of project development from preliminary engineering and plan production to client coordination and construction support, ensuring technical excellence and on-time, on-budget completion. Nick brings a diverse background in civil engineering design, with expertise spanning transportation geometric design, stream restoration, site development, and municipal infrastructure. Driven by a passion for innovative, practical engineering solutions, Nick is dedicated to exceeding client expectations and delivering projects that balance technical precision with real-world functionality. Nick is a licensed professional engineer in Alabama and Florida.

EDUCATION
Bachelor of Civil Engineering, 2019, University of South Alabama

CERTIFICATIONS
Professional Engineer - Alabama, #52734

NOTABLE PROJECT EXPERIENCE

Flying Creek Nature Preserve | Fairhope, AL*
Highway 98 Over Fly Creek Alternatives Analysis | Fairhope, AL*
Spanish Fort Pickleball Complex | Spanish Fort, AL*
Corn Branch Tributary Restoration | Loxley, AL*
Marlow Spring Branch Stream Restoration | Summerdale, AL*
Michigan Avenue at Cedar Street Roundabout | Foley, AL*
Luke Rivers Road Bridge Replacement | McIntosh, AL*
County Road 65 Corridor Extension | Summerdale, AL*

**Experience prior to DDG*

EVAN GEERTS, PE

CIVIL ENGINEER

Evan began working for DDG in 2014 as an Intern. He quickly became a valuable asset to our firm and was titled a Project Engineer in 2015. He played an integral role in DDG's growth into the industrial market as a project manager and opened our Mobile, AL office in 2021. Due to his efforts and commitment to DDG, he became a Partner in 2024. He has gained experience working with and managing both public and private projects across the Gulf South assisting clients with site selection, engineering-related site evaluations for property acquisition, coordination of due diligence, conceptual site planning, civil design drawings, permitting and entitlement of drawings, and construction administration. His experience includes site civil design, project management, bidding, and construction administration. Evan is a licensed professional engineer in Alabama, Louisiana, Mississippi, Florida, Arkansas, and Texas.

EDUCATION
Bachelor of Civil Engineering, 2015, McNeese State University

CERTIFICATIONS
Professional Engineer - Alabama, #40279

NOTABLE PROJECT EXPERIENCE

Semmes Senior Center Walking Trail | Mobile, LA
Mobile County Sportsplex | Mobile County, AL
Mobile County Soccer Complex Phase 2 | Mobile County, AL
Topgolf | Mobile, AL
Brewer Center Planned Unit Development | Mobile, AL
Franklin Grove | Mobile County, AL
Magnolia Walk Master Plan | Foley, AL
South Alabama Logistics Park | Theodore, AL

HANNAH KRALJEVIC, EI

ASSISTANT PROJECT MANAGER

Hannah brings over 5 years of experience in the field of civil and coastal engineering. She joined DDG in 2021 and serves as an Assistant Project Manager for our Coastal Engineering team. Her experience includes design, project management, and construction administration in multiple market sectors. Hannah values the ability to ensure client satisfaction by offering quality service and abiding to industry standard procedures. Her ability to meet the needs of clients and exceed expectations has been exceptional for each project. Her areas of expertise include construction administration, project management, coastal engineering and restoration, and marsh creation.

EDUCATION
Bachelor of Civil Engineering, 2020, University of South Alabama

CERTIFICATIONS
Engineering Intern
- Alabama, #EI50062

Qualified Credentialed Inspector (ADEM)

NOTABLE PROJECT EXPERIENCE

Natatorium at Mobile County Sportsplex | Mobile, AL
Top Golf | Mobile, AL
South Alabama Logistics Park | Theodore, AL
Des Allemands Boat Launch | St. Charles Parish, LA
Lake Borgne Marsh Creation | St. Bernard Parish, LA
Bayou Bonfouca Detention Pond | St. Tammany Parish, LA
Brewer Center Plan Review | Mobile, AL
Magnolia Walk Mixed-Use Development | Foley, AL

ROBERT BRADFORD, AIA, LEED AP BD+C

ARCHITECTURE LEAD

With over 25 years in the field of architecture, Robert brings a wealth of expertise to DDG. His proven track record spans diverse project types across multiple practice areas, with a focus on master planning, commercial, ecclesiastical, and institutional design. At Gensler, Robert successfully orchestrated the master planning of more than 20 educational campuses and the design of 45 buildings for KIPP Texas Public Schools, a prominent charter school network and one of the largest in the country. In 2025, Robert joined DDG as a Senior Project Manager, where he leads the architecture division in the firm's Mobile, Alabama office. He is committed to helping DDG expand its presence in Alabama and across the Gulf Coast, bringing value-driven solutions to public and private clients throughout the region. Robert is a licensed architect in Alabama and Texas.

EDUCATION
Bachelor of Architecture, 2000, Louisiana State University

CERTIFICATIONS
Licensed Architect
- Alabama, #9515
- Texas, #31395

NOTABLE PROJECT EXPERIENCE

Mobile County Sportsplex | Mobile County, AL
Barton-Basin Multi-Purpose Facility | George County, MS
Jackson Port Authority - Building 10 Interior Remodel | Pascagoula, MS
OBMC Open Air Pavilion | Orange Beach, AL*
BakerRipley Sharpview Head Start | Houston, TX*
Master Planning of over 20 KIPP Texas Public Schools Educational Campuses*
Design of 45 KIPP Texas Public Schools 45 Buildings*

**Experience prior to DDG*

CORY MACMENAMIN, PLS, MBA

SURVEY LEAD

Mr. MacMenamin leads DDG's Survey Division as Vice President of Survey, guiding the team into innovative land, air, and water surveying solutions. With over 20 years of experience, his portfolio includes industrial, commercial, and residential projects throughout the Gulf Coast and beyond, including Mississippi, Alabama, Florida, and Nevada. Cory combines his deep technical expertise with a passion for advancing the profession. He invests significant time in business development, maintaining strong relationships with existing clients while introducing new ones to DDG. His leadership not only ensures the highest level of client satisfaction but also drives the firm's growth and expansion into new markets. Cory's appreciation for the historical significance of surveying, paired with his passion for cutting-edge technology, positions DDG at the forefront of the industry.

EDUCATION
- Associates in Land Surveying, 2008
- Bachelor of Arts with Concentration in Business, 2019
- Survey + Mapping, 2020
- Master of Business Administration, 2024

CERTIFICATIONS
Professional Land Surveyor
- Louisiana, #0005269
- Mississippi, #33774

NOTABLE PROJECT EXPERIENCE

Semmes Senior Center Walking Trail | Mobile, AL
Moncus Park Phase II | Lafayette, LA
Parc Sans Souci Playground | Lafayette, LA
Rotary Centennial Plaza | Houma, LA
Des Allemands Boat Launch + Park | Des Allemands, LA
LA 22 Pine Street Pedestrian Improvements | Ponchatoula, LA
FTA Program - Ponchatoula Pedestrian Improvements | Ponchatoula, LA
Broussard Main Street Improvements | Broussard, LA
South Alabama Logistics Park | Theodore, AL

DENNIS GOWIN, PLS

SENIOR PROFESSIONAL LAND SURVEYOR

Mr. Gowin is a Professional Land Surveyor with over 40 years' experience in the surveying profession and nearly 30 years as a licensed Surveyor. Experience with all aspects of subdivision development from zoning and preliminary plat approval to construction layout and final platting. Supervising professional and project manager for numerous boundary, topographic and ALTA/NSPS surveys. Supervised and calculated the construction layout for a number of commercial projects. He is familiar with the Louisiana Standards of Practice and ALTA/NSPS requirements and is proficient in many software programs such as AutoCAD and Carlson and vast experience using RTK and static GPS.

EDUCATION
High School Diploma

Studied at Southwest Baptist College, Bolivar, Missouri

CERTIFICATIONS
Professional Land Surveyor
- Alabama, #50961
- Louisiana, #4846

NOTABLE PROJECT EXPERIENCE

Semmes Senior Center Walking Trail | Mobile, LA
Mobile County Sportsplex | Mobile County, AL
Moncus Park Phase II | Lafayette, LA
FTA Program - Ponchatoula Pedestrian Improvements | Ponchatoula, LA
Des Allemands Boat Launch + Park | Des Allemands, LA
LA Highway 89 Widening | Broussard, LA
I-49 South: Connector (DOTD # H.004273.5) | Lafayette, LA
Highway 190 & Medline Road Improvements | Hammond, LA

JARROD GRANDON, MS

ENVIRONMENTAL + REGULATORY LEAD

With over 15 years of experience in environmental project management along the Gulf Coast, Jarrod specializes in securing regulatory permits for oil and gas pipelines and other energy projects. Jarrod's background includes extensive work navigating complex federal, state, and local permitting requirements—including Section 404/401, Coastal Use Permits, and endangered species consultations—to keep projects compliant and on schedule. Jarrod has led multidisciplinary teams through all phases of project development, from route assessments and environmental impact studies to stakeholder coordination and post- construction compliance. Jarrod's focus is on delivering practical, regulatory- sound solutions that support operational efficiency and long-term project viability in the dynamic regulatory landscape.

EDUCATION
- Associates in Business Administration, 2007
- B.S. of Biology, 2010
- M.S. of Biological Science, 2012

CERTIFICATIONS
USACE Wetland Training Certificate

Licensed Landscape Horticulturist

NOTABLE PROJECT EXPERIENCE

Scotlandville Parkway Park | Baton Rouge, LA
Bayou Bonfouca Regional Detention | St. Tammany Parish, LA
Bayou Vermillion Flood Control | Lafayette, LA
Office of Louisiana Highway Construction Bridge Bundle Program | Statewide
LA2 Power Plant | Ascension Parish, LA
Holy Family Academy | Covington, LA
Port of Pascagoula S. Terminal Ground Improvements | Pascagoula, MS
Louisiana Clean Energy Complex | Ascension Parish, LA

TIM HALBAKKEN

PLANNER + PROJECT MANAGER

Tim is a lifelong mountain biker with over 20 years of practice in Land Planning and Landscape Architecture on the western slope of Colorado and in the Rocky Mountain West. This practice includes numerous multi-use trails and bike park projects. A constant theme in Tim's practice is to create unassuming designs that seamlessly integrate program elements into the landscape that are unpretentious and just feel right. Tim's broad project experience brings a unique perspective that will inform concept design with keen observations of opportunities, constraints and potential design solutions.

EDUCATION
Bachelor of Landscape Architecture, Design and Natural Resources, 2003, University of Wisconsin-Madison

CERTIFICATIONS
N/A

NOTABLE PROJECT EXPERIENCE

Cone Park Bike Park | Sioux City, IA
Northwest Community Park | Frisco, TX
Fire Mountain Bike Park | Cherokee, NC
Minturn Bike Park | Minturn, CO
Marabou Ranch Trails | Steamboat Springs, CO
Telluride Town Park Master Plan Update | Telluride, CO
Durango Mesa Area Plan & Bike Park Concept Design | Durango, CO

AMA KOENIGSHOF

DIRECTOR OF PLANNING & DESIGN

Ama has worked the trail industry since 2005, criss-crossing her way across the country on projects and programs in the private, public, and nonprofit sectors. From Wilderness to highly developed Urban Areas, Ama enjoys discovering and creating ways for people to experience traveling through their environment. With a long career in trail construction spanning hand-built to machine-built, dry stone masonry and rigging systems, and traditional shared-use to highly featured, mountain bike-optimized flow trails, Ama brings hands-on experience to the IMBA Trail Solutions Planning and Design team that helps guide projects and partners from vision to implementation.

EDUCATION
B.S. Public and Nonprofit Administration with an emphasis in Finance and Budgeting

CERTIFICATIONS
National American Humanics Certification

NOTABLE PROJECT EXPERIENCE
Bear Mountain Trails | Harriman, NY
Adams Park | Omaha, NE
Chehalem Ride Nature Park | Gaston, OR

FORREST TOWN

PLANNER

Forrest is a trail planner and GIS analyst dedicated to designing sustainable, memorable riding experiences that balance community goals with the character of the landscape. With a background in earth sciences, data analysis, and field-based trail design, he brings both technical expertise and an on-the-ground perspective to projects. His work spans multi-phase design processes, regional master planning, and site-specific terrain analysis. Based in Louisiana, with trail planning and riding experience across the country, Forrest has a deep appreciation for preserving and enhancing the environments that we traverse by bike and foot.

EDUCATION
Bachelor of Earth Sciences, 2018, Dartmouth College Hanover

Cultural Anthropology Foreign Study

Earth Sciences "Stretch" Field Program

NOTABLE PROJECT EXPERIENCE
Heritage Trails County Park Trail Assessment | Slinger, WI
Anchorage & Mat-Su Strategic Trails Plan | Anchorage, AK
Maryland State Forests: Margraff Trails Concept Plan | Accident, MD

LUKE HAGEN, PE

STRUCTURAL ENGINEERING LEAD

Luke has had the opportunity to work on various projects for clients in all sectors such as upstream/downstream oil and gas, residential, commercial, and municipalities. This diverse project experience aids in developing creative solutions for problems which may not be typically found in the industry. Mr. Hagen earned his Bachelor of Science degree in Civil Engineering from Louisiana State University. He also holds an active professional engineer licensure in numerous states and is a member of the American Society of Civil Engineers.

EDUCATION

Bachelor of Science, Civil Engineering, Louisiana State University

CERTIFICATIONS

Professional Engineer - Alabama, #53091

NOTABLE PROJECT EXPERIENCE

Path of Grace, Santa Rosa Beach, Florida

TDNS Commerce Park, Santa Rosa Beach, Florida

Seaside Pavillion Inspections, Seaside, Florida

Watercolor Tennis Center Redevelopment, Santa Rosa Beach, Florida

Attakapas Landing Improvements, Assumption Parish, Louisiana

EXPERIENCE + CAPABILITIES

DDG's project team is composed of seasoned professionals with a long record of delivering complex, multi-disciplinary urban and community-scale projects on schedule and within budget. DDG's proficiency in master planning, design, and implementation of public parks, plazas, complete streets, bicycle and pedestrian facilities, streetscape enhancements, and nature-based stormwater infrastructure projects is renowned by our clients and colleagues. Our key staff members bring extensive experience in project management, landscape architecture, civil engineering, public engagement, and interagency coordination which are skills essential for projects of the scale and complexity envisioned in this RFQ.

Our team is highly practiced in collaborating with local and state agencies, community groups, stakeholder organizations, and partner consultants to build consensus and maintain project momentum. DDG's structured community engagement framework - consisting of an outreach strategy, public workshops, and community surveys - ensures transparent communication and broad-based input throughout the project. This proven process supports timely decision-making while reflecting the priorities of residents, agencies, and project partners.

The individuals proposed for this project understand how to balance creative vision, technical rigor, regulatory requirements, and cost considerations without compromising quality. Their track record includes managing fast-paced public-sector projects, coordinating across disciplines, and delivering clear, implementable design solutions. This combination of technical capability, leadership, and disciplined project management ensures that DDG can reliably meet project milestones, adhere to budget parameters, and deliver outcomes that exceed expectations.

EXPERIENCE AND BACKGROUND

Collectively, DDG's Landscape Architecture team has over 100 years of experience and has completed over 100 parks and recreation projects. DDG has extensive experience with master planning, municipal parks, municipal buildings and grounds, and recreational facilities and sports fields while supporting our valued customers in imagining a vision for the project and outlining a path toward successful implementation.

In addition to our Landscape Architecture experience, DDG's Architecture, Engineering, Environmental, and Field Services divisions have provided support throughout the pre-design, design, and construction phases of municipal park projects. DDG understands the value in collaboration not only across internal disciplines, but with the City of Fairhope and local stakeholders.

DDG's portfolio demonstrates exceptional expertise in park planning and design, supported by a proven record of successful project implementation. Leadership in municipal projects has consistently delivered meaningful enhancements that improve the quality of life for residents and visitors across the regions we serve. Navigating complex regulatory environments with confidence, DDG provides sustainable, community-focused solutions that prioritize environmental responsibility. Guided by an innovative yet practical design philosophy, each project is crafted to not only meet but surpass community expectations and industry standards.

DDG understands how much the City of Fairhope values open and responsive communication. From the beginning, you can expect a conversation about your goals and vision set forth for the project, strategies around community engagement, and how to navigate projects through a complex regulatory environment. Going beyond learning about your typical project details, we encourage a deeper connection and conversation around the benefits you may not have considered. Our history has shown us that we can continue to impact and improve upon the health and well-being of individuals that will ultimately occupy the spaces they live, work, and play.

DEMONSTRATED EXPERIENCE WITH MUNICIPAL PARK PROJECTS

DDG's expertise in recreation master planning and design has grown substantially over the past three decades through an extensive portfolio of public works projects. Our experience includes more than one hundred park developments for governmental agencies, giving us a deep understanding of the planning, design, and implementation of public park projects. Our services include the following:

- **Master Planning:** We assess design options, gather constituency input, and develop methodologies for project realization.
- **Thorough Inventories and Evaluations:** Our landscape architects perform extensive inventories and evaluations, offering recommendations for preserving sensitive environmental habitats and cultural resources.
- **Enhancements to Parks and Playgrounds:** DDG has revitalized over 100 parks and playgrounds, positively impacting Quality of Life.

- **Maintenance and Rehabilitation Project Oversight:** We develop maintenance manuals and restoration protocols to serve as a guide for ensuring the long-term viability of facilities and landscapes.
- **Urban Streetscape Enhancements:** DDG's revitalization projects in urban street environments have shown economic returns for municipalities by enhancing amenities for public use.
- **Conservation and Restoration Strategy Development:** Collaborating with environmental scientists and biologists, our team conserves and restores coastal community areas.
- **Comprehensive Planning and Design Solutions:** Our landscape architects and planners assist communities in addressing challenges through policy, visioning, and community engagement.
- **Strategic Site Planning and Conceptualization:** Our approach to site planning is foundational, beginning with the visioning process. This creative phase is crucial, as it informs the design's form, style, and texture.
- **Detailed Preparation of Construction Documents:** At DDG, we understand that constructability is critical for the practical realization of design concepts. Our commitment is to ensure these concepts are actualized within budget constraints and project timelines, all while maintaining the highest quality in our construction documents.

Our commitment is unwavering, offering a suite of services tailored to the unique needs of each community we serve, ensuring that our enhancements are not only aesthetically pleasing but also sustainable and functional.

BOGUE CHITTO STATE PARK - FRANKLINTON, LA

Client Reference: Facility Planning & Control; Cheryl Cloud; 225-219-4422; Cherly.Cloud@LA.GOV
Dates of Performance: 11/2021 - 05/2023
Key Personnel Involved: Chad Danos, PLA, FASLA; Amelia Rusbar, PLA, AICP
Role: Landscape Architecture, Surveying

DDG collaborated with the Office of State Parks and Facility Planning and Control to design improvements to Bogue Chitto State Park following local support for an expanded mountain bike trailhead. DDG Landscape Architects worked closely with local stakeholders, park staff, state parks, and facility planning in designing the expansion and refining construction documents. DDG developed and refined plans that prioritized adequate parking and staging areas for large mountain biking and disc golf events. Multiple design iterations ensured efficient site access while preserving historic park features. DDG also consulted with professional pump-track designers to incorporate a competition-grade feature. DDG Survey provided drone surveys, 3D models, and a 3D construction time-lapse throughout the project. The completed trailhead expansion is widely viewed as a major success, increasing park use and offering a safe, welcoming environment for riders of all ages. Since opening, the enhanced Bogue Chitto Mountain Bike facility has continued to thrive, supported by DDG's detailed planning and execution.

SEMMES SENIOR CENTER WALKING TRAIL - MOBILE COUNTY, AL

Client Reference: Mobile County; Nicole Warren; 251-574-8595; Nicole.Warren@mobilecountyal.gov
Dates of Performance: March 2024 - August 2025
Key Personnel Involved: Chad Danos, PLA, FASLA; Amelia Rusbar, PLA, AICP; Evan Geerts, PE; Cory MacMenamin, PLS, MBA
Role: Landscape Architecture, Civil Engineering, Surveying, Construction Administration

The Semmes Senior Center Walking Trail project is a 6.25-acre enhancement led by DDG to expand recreational opportunities at the Semmes Senior Center in Semmes, Alabama. The project features six-foot-wide concrete walking trails with a pedestrian bridge, covered picnic shelters, pickleball courts, and a fitness area with safety surfacing. Additionally, the project incorporates fencing, benches, drinking fountains, and shelters with picnic tables. Delivered in a single phase with a $750,000 CDBG-funded budget, the project followed a previously prepared schematic design. DDG provided full design, engineering, and construction administration services, including site surveying, plan development, scheduling, team coordination, and support during public bidding. The result is a well-rounded outdoor space that encourages activity, wellness, and community engagement.

MONCUS PARK, PHASE II - LAFAYETTE, LA

Client Reference: Lafayette Central Park; JP MacFadyen; 337-500-1177; jmacfadyen@moncuspark.org
Dates of Performance: March 2018 - July 2022
Key Personnel Involved: Chad Danos, PLA, FASLA; Amelia Rusbar, PLA, AICP; Cory MacMenamin, PLS, MBA; Dennis Gowin, PLS

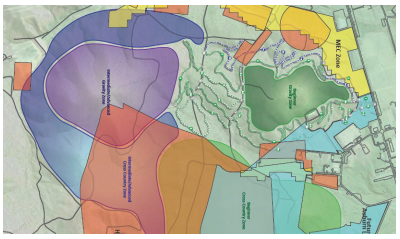
DDG led the design and construction for Phase II of Moncus Park located in the heart of Lafayette, LA. This phase includes an amphitheater and performance stage, an Acadiana Nature Play Area, a water feature, a tree house, Veterans Memorial, walking trails, a dog park, and overall site improvements. Our landscape architecture team led the effort on these improvements with support from surveying, architecture, and civil engineering for the 100+ acre park. The project was completed in July 2022 with construction costs totaling $4.8 million. The Moncus Park playground is a South Louisiana "Acadian Swamp" inspired playground. The themed playground showcases a playful rustic look with a "swamp shack" environment which incorporates the feel throughout all the elements designed for the playground area. The main inclusive play structure was designed to be accommodating for all ages with disabilities from ground level play to inside the structure itself. We also included musical play pieces for the auditory sensory aspect of the playground.

I-110 SCOTLANDVILLE RECREATIONAL PARKWAY - BATON ROUGE, LA

Client Reference: BREC; Reed Richard; 225-273-6405; rrichard@brec.org
Dates of Performance: April 2021 - On Hold for Funding; May 2025 - Ongoing
Key Personnel Involved: Chad Danos, PLA, FASLA; Amelia Rusbar, PLA, AICP

DDG completed a master plan for the I-110 Corridor near Scotlandville for a re-imagined plan for pedestrians and recreational components, along with connectivity across I-110 for over three miles of parkland. The design team conducted a detailed on-site analysis and used that information to develop a multi-phased master plan. The initial focus was on critical infrastructure remediation. Following the completion of this phase, improvements to the traditional recreation components would be implemented. With approximately $1.65M of funding now in place, DDG will now advance the master plan and schematic design plans to construction documents for bidding and contractor implementation. The project will begin with a boundary and topographic survey along with wetland delineation and permitting. Our team's plan will include demolition of old walkways, development of a new greenway multiuse pathway and a secondary pathway with lighting, wayfinding signage, water stations at the trail heads, and grading for drainage with erosion control along the greenway.

MCCLELLAN NICA COURSE - ANNISTON, AL



Client Reference: McClellan Development Authority; Freeman Fite; freemanfite@gmail.com

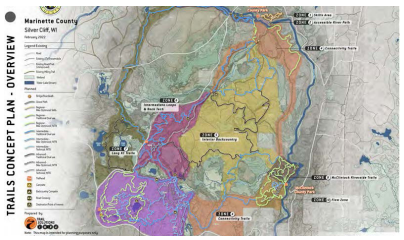
Fort McClellan was a former United States Army base located outside Anniston, AL. When the base was closed the McClellan Development Authority took over the management, sale, and leasing of the land and buildings. Ongoing site remediation creates unique challenges and opportunities for natural surface trails, including nodig zones and fantastic sightlines from understory mowing. Drawing on the success of Coldwater Mountain (an earlier IMBA Trail Solutions project), the Authority contracted Trail Solutions to provide design of a regional championship National Interscholastic Cycling Association race course. Trail Solutions field flagged and constructed nearly five miles of easiest trail, with special consideration for the characteristics that would make an ideal high school race venue. Some of these nontraditional trail features included wide uphills for passing zones and narrow downhills to discourage, as well as spectator circulation. In addition, Trail Solutions provided conceptual planning for half of the entire 1,800-acre primitive recreation zone.

NORTHWOODS TRAIL NETWORK - HOT SPRINGS, AR

Client Reference: Steve Arrison; sarrison@hotsprings.org; 501.321.2027

IMBA Trail Solutions planning team investigated over a half-dozen locations in the Hot Springs area looking at trail network expansion potential and connection corridors between properties. A top priority project area was identified where since 2018 Trail Specialist designed and constructed over 18 miles, of a 45-mile, bike-optimized progressive trails at the City of Hot Springs owned Northwoods property and Bike Park specific developments at the adjacent Cedar Glades County Park. A wide range of trail experiences are available as part of the phase 1 construction: rugged hiking, walking lake loops, traditional MTB singletrack, intermediate flow and advanced gravity trails, and a share-use connection through Hot Springs National Park. From 2016–2017, IMBA collaborated with Visit Hot Springs, the City Parks & Recreation Department, and numerous partners to develop the Regional Trails Concept Plan. From 2017–2019, IMBA designed and constructed roughly 15 miles of Northwoods Phase 1 trails, covering beginner to expert offerings. From 2018–2020, IMBA created and installed the Northwoods signage system. In 2019, IMBA upgraded about 2 miles of trails at Cedar Glades, adding realignments, a large bridge, and a small bike park, creating a seamless connection to Northwoods. Between 2017–2020, IMBA supported the two-year NEPA and Bike Rule approval process. After final alignment reviews with NPS archaeologists, IMBA completed the Pullman Ave. Connection in March 2020.

STRONG FALLS TRAIL SYSTEM - MARINETTE COUNTY, WI



Client Reference: Marinette County Wisconsin; John Lefebvre; marinettecountywi.gov; 715.732.7415

IMBA Trail Solutions worked with Marinette County officials, local park staff, and Marinette Area Mountain Bike Association (MAMBA) members to craft a vision for the development of a community and mountain bike destination trail system in Marinette County. The planning process began in the fall of 2021 and set a record pace for development with 10.5 miles of trail set to be opened to the public in the spring of 2023. During initial planning, TS assessed over 5,000 acres featuring wetlands, waterfalls along the Peshtigo River, rugged uplands, active timber areas, and two county parks. The Concept Plan, completed in February 2022, proposed 60+ miles of trail across 10 zones, including connectivity between Goodman and McClintock Parks, progressive bike-optimized areas, river-based points of interest, and longer shared-use backcountry loops. Site-specific design began in spring 2022 as TS and Rock Solid Trails field-designed over 30 miles, focusing on an undeveloped southwest zone suited for a new trailhead, primitive camping, and diverse recreation with minimal environmental impacts. Construction began summer 2022 with four build teams completing 10.5 miles of trail, ranging from beginner/intermediate flow to advanced rocky technical routes. TS also led a Trail Building School in fall 2022, training county staff and MAMBA volunteers in sustainable trail design, construction, and maintenance.

MOMENTUM BIKE PARK CONCEPT PLAN & DESIGN (95 AC) - JOPLIN, MO

Client Reference: Joplin Parks and Recreation; Paul Bloomberg; pbloombe@joplinmo.org; 417.625.4750

IMBA Trail Solutions worked with Joplin City officials, local park staff, and SWT Design to craft a vision for a community mountain bike destination featuring a bike park and trail system in Joplin, MO. The planning process began in the fall of 2024 and produced a preliminary site concept to help the client understand the site's full potential. IMBA Trail Solutions staff kicked off the initial trail design flagging exercise in late 2024. An on-the-ground assessment of 95 acres revealed the potential of this dynamic site, which includes extensive floodplain areas, a channelized creek corridor, steep side slopes, previously disturbed areas, and a mix of wooded areas. Existing recreation access roads and parking are present, and the site is surrounded by residential, industrial, and commercial development. The Concept Plan was finalized in late 2024, shortly after flagging. The plan included approximately over 10 miles of trail through diverse forest settings. The concept provided a range of riding experiences for people of all skill levels. Site-specific design began in mid-2024, including an event-sized pump track, a natural surface progressive jump and skill zone, and approximately 10 miles of natural-surface bike-optimized trails. The field design focused on implementing trail and skill features within the available cleared and accessible areas, coordinating with design, civil, and engineering teams, and accommodating site constraints such as floodplain, utilities, and limited access. Construction began in early 2025 and was completed in fall of 2025. IMBA Trail Solutions staff led the project through design support, field layout, and construction observation of the bike infrastructure, providing client services and helping navigate site and schedule challenges throughout implementation.

SAM.GOV®

DUPLANTIS DESIGN GROUP PROFESSIONAL CORP

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NNYNCJA1HFK9	**1HZX3**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 12, 2026**	
Physical Address	Mailing Address	
314 E Bayou RD **Thibodaux, Louisiana 70301-8036** **United States**	**314 E Bayou RD** **Thibodaux, Louisiana 70301-8036** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Louisiana 03	**Louisiana / United States**	**www.duplantisdesigngroup.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 14, 2025	**Nov 12, 2025**	**Apr 13, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 25, 1997	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently $150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: Duplantis Design Group, PC (DDG)

DATE: 2/11/2026

DDG

BROAD VISION. EXPERT FOCUS.

Duplantis Design Group, PC (DDG)
314 Magnolia Avenue, Suite 117, No. 24
Fairhope AL, 36532

RFQ No. PS26-015
RFQ For LSA and A&E Design Services for FCNP Phase II - GOMESA and FCNP Phase III - South Tract ORB - Attention: Purchasing

received
2/16/26 12:3[illegible]pm
GC

City of Fairhope
City Services and Public Utilities
Ms. Erin Wolfe, Purchasing Manager
555 South Section St. Fairhope, AL 36532

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Richard D. Johnson, PE **Department:** Public Works - Engineering

Project Name: RFQ for professional landscape architectural and engineering & architectural design services

Project Description: Flying Creek Nature Preserve - Phase II (GOMESA) and Phase II South Tract ORB

Project Category: ___ Bid X Professional Service ___ Other: RFQ for PS

Budget Amount: Ph II $142,332.00/Ph III $150,000.00 **Budget Code:** 103-55890/103-55893 Line 10

Budgeted for Current FY: X Yes ___ No Project 2026 - PWD 100
2026 - PED 110

BID INFORMATION

Bid Duration: RFQ Advertisement - As Required **Project Duration:** Estimated 365 Calendar Days

Engineer of Record: TBD

Pre-Bid Meeting: X No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: RDJ **Contract Extensions:** ___ No ___ Yes

Project Manager: Richard D. Johnson, PE (Owner Representative)

Insurance Requirements: ___ Minimum X Maximum

Bonds: ___ Bid ___ Performance Labor & Materials

Related Bids/RF's RFQ PS24-015

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: Richard D. Johnson, PE Digitally signed by Richard D. Johnson, PE Date: 2026.01.05 14:53:09 -06'00'

Senior Accountant: Suzanne Doughty

City Treasurer: Kimberly Creech

Mayor: Sherry Sullivan

Project Request Form FCNP II III RFQ

Final Audit Report 2026-01-06

Created:	2026-01-05
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHeJQYe-MoGW2SKwrvY_xIxXm3JSBpAAA

"Project Request Form FCNP II III RFQ" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-01-05 - 9:34:02 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-01-05 - 9:34:23 PM GMT

Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-01-06 - 2:50:06 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-01-06 - 2:56:46 PM GMT - Time Source: server

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2026-01-06 - 2:56:48 PM GMT

Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-01-06 - 9:56:23 PM GMT - Time Source: server

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-01-06 - 9:56:25 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-01-06 - 10:01:29 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-01-06 - 10:03:11 PM GMT - Time Source: server

Agreement completed.
2026-01-06 - 10:03:11 PM GMT

RESOLUTION NO. 5264-24

AUTHORIZING THE EXECUTION OF A GOMESA GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR FLYING CREEK NATURE PRESERVE PHASE II

WHEREAS, the City of Fairhope was recently awarded a Gulf of Mexico Energy Security Act of 2006 (GOMESA) Grant (No. G-CFNPII/24/CF) with the Agreement by and between the State of Alabama Department of Conservation and Natural Resources (ADCNR) to Construct Phase II Improvements at Flying Creek Nature Preserve; and

WHEREAS, the total estimated project cost is $1,328,400.00, of which the grant amount is a not-to-exceed amount of $1,328,400.00 to allow satisfactory completion of all Project Services following the execution of this Agreement; and

WHEREAS, the City of Fairhope warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable stated and federal laws; and

WHEREAS, City Staff will provide oversight of the project which shall begin on the date of the Mayor's signature and end in approximately 24 months;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council authorizes acceptance of the GOMESA Grant award from ADCNR for Phase II to Construct Improvements at Flying Creek Nature Preserve; and authorizes the Mayor to sign the Grant Agreement and other grant related documents on behalf of the City.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-563

FROM:	Daryl Morefield, WATER SUPERINTENDENT Noel Berry, Utilities Engineer
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, and the City Utilities Engineer, Noel Berry, are requesting to find a qualified firm to provide professional engineering services for the design of a new 2.0 Million Gallon Elevated Water Tank and 24" Water Main.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the negotiated fee schedule from Southern Engineering Solutions, Inc. for RFQ PS26-010 Professional Engineering Services New 2.0 Million Gallon Water Tower and 24" Water Main and authorize the Mayor to execute a contract with a contract amount of $525,000.00 for Preliminary Engineering Design Phase, $5,000.00 for Bidding or Negotiating Phase, and $400,000.00 for Construction Engineering & Inspection Phase. Total Not-to-Exceed contract amount of $930,000.00.

BACKGROUND INFORMATION:

The negotiated engineering services fees for this project are as follows:

- Preliminary Engineering Design Phase: $525,000.00
- Bidding or Negotiating Phase: $5,000.00
- Construction Engineering & Inspection Phase (CE&I): $400,000.00

The Mayor and Superintendent of Water/Wastewater would like to establish a not-to-exceed amount for Professional Engineering Services of Nine Hundred Thirty Thousand Dollars ($930,000.00).

This is a multi-year project so additional expense will be budgeted for in future years as applicable.

Previous Council Action:

January 26, 2026 - Resolution No. 5710-26 That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main to Southern Engineering Solutions, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-

exceed fee to be approved by Council.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004010-59500-120	Water - System Imprv Distribution	$100,000.00	$100,000.00	$0.00
004010-59501-50	Water - System Imprv Plants/Wells	$830,000.00	$830,000.00	$0.00

Project No. 2026WAT-005 | Project Expense Strings: 2026WAT005-ENG-PLANT & 2026WAT005-ENG-DIST
Total project budget for FY2026 portion is $4,500,000.00. This will be a multi-year project with additional expenses budgeted into future year (FY2027).

All costs will need to be split between the Water Distribution (2026WAT005-ENG-DIST) and Water Plants/Wells (2026WAT005-ENG-PLANT) expense strings throughout project.

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: Treasury to transfer $930,000.00 of Project Budget from CONS to ENG within Project Ledger for 2026WAT005 as follows: 2026WAT005-ENG-PLANT ($830,000.00) and 2026WAT005-ENG-DIST ($100,000.00).

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 Southern Engineering Solutions, Inc. for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main with a contract amount of $525,000.00 for Preliminary Engineering Design Phase, $5,000.00 for Bidding or Negotiating Phase, and $400,000.00 for Construction Engineering & Inspection Phase. Total Not-to-Exceed contract amount of $930,000.00.

DULY ADOPTED THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

AGREEMENT FOR ENGINEERING SERVICES

This contract for professional services made and entered into this _____ day of _____, 2026, by and between the **City of Fairhope, Fairhope, Alabama** (hereinafter called the "OWNER") and **Southern Engineering Solutions, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH THAT:

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the **New 2.0 Million Gallon Water Tower and 24" Water Main Project** (hereinafter called the "PROJECT");

WHEREAS, not having engaged any other engineers for the PROJECT, the OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the PROJECT;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and the ENGINEER do agree, each with the other, as follows:

ARTICLE 1. BASIC SERVICES

The ENGINEER shall provide the OWNER the following basic professional engineering services and consultation:

1.1 The ENGINEER will serve as the Consultant Project Manager for the OWNER, to coordinate construction activities among contractors on multiple contracts as necessary.

Preliminary Engineering Design Phase:

1.2 The ENGINEER will conduct preliminary studies and investigations of the proposed work, prepare preliminary cost estimates, and make recommendations as to the general type and quantities of work, which appear to be required.

1.3 The ENGINEER will perform boundary surveys and prepare the associated deed/easement legal descriptions as may be necessary for the proposed improvements.

1.4 The ENGINEER will perform or cause to be performed any required environmental assessments or make request for any required environmental concurrences including preparation of environmental permits as may be required by any agencies as necessary for the proposed improvements (payment for this service will be included in the ENGINEER's compensation listed in Article 6.1).

1.5 The ENGINEER will prepare necessary Federal Aviation Administration (FAA), Alabama Department of Environmental Management (ADEM), Alabama Department of Transportation

(ALDOT) and Baldwin County utility and environmental permits as required for the design and construction of the PROJECT.

1.6 The ENGINEER will prepare applications, site plans and necessary documents, and attend necessary planning and/or zoning commissions or other associated meetings in order to assist the Owner in obtaining compliance to proceed with the project.

1.7 The ENGINEER will cause to be performed geotechnical sub-surface soils investigation, analysis, and reporting to be utilized in performing the design of the PROJECT (payment for this service will be included in the ENGINEER's compensation listed in Article 6.1).

1.8 The ENGINEER will perform the necessary topographical and design survey, accomplish the detailed design, prepare plans, specifications and contract documents to be used for bidding the proposed improvements.

Bidding or Negotiating Phase:

1.9 The ENGINEER will assist in receiving bids for the Project and make recommendations for awarding the contracts for construction.

Construction Engineering & Inspection Phase:

1.10 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.

1.11 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.

1.10 The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of contractor(s). The ENGINEER will not, however, guarantee the performance by any contractor.

1.11 The ENGINEER will provide construction engineering and inspection of the work as construction progresses. The ENGINEER does not guarantee the performance of the contractor by the ENGINEER'S performance of such construction observation. The ENGINEER'S undertaking hereunder will not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner, will not make the ENGINEER an insurer of the contractor's performance; and will not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

1.12 The ENGINEER will provide Construction Materials Testing services as necessary for project construction.

1.13 The ENGINEER will review and approve contractor estimates for progress and final payments.

1.14 The ENGINEER will make final inspection of the completed improvements and make the necessary recommendations to the OWNER.

1.15 The ENGINEER will prepare as-built drawings of the completed improvements and provide them to the OWNER.

1.16 The ENGINEER will be available to furnish engineering service and consultations necessary to correct all unforeseen project operating difficulties for a period of 1 year after the date of final inspection and acceptance of the facility by the OWNER.

ARTICLE 2. RESPONSIBILITIES OF THE OWNER

The OWNER will provide for the ENGINEER the following information and will do the following:

2.1 The OWNER will provide all criteria and full information as to the OWNER'S requirements for the project and will furnish all design and construction standards which the OWNER will require to be included in the engineering drawings, specifications, and operational narrative.

2.2 The OWNER will assist the ENGINEER by placing at the ENGINEER'S disposal all available information pertinent to the project.

2.3 The OWNER will arrange for access to and make all provisions for the ENGINEER to enter upon public and private property and perform surveying, testing and other data collection as required for the ENGINEER to perform services under this Agreement.

2.4 The OWNER will designate in writing a person to act as the OWNER'S representative with respect to the services to be rendered under this Agreement. Such person will have complete authority to transmit instructions and receive information.

2.5 The OWNER will provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, as well as such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project. It is expressly understood and agreed that the ENGINEER itself will not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

2.6 The OWNER agrees to pay the cost of physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER.

2.7 The OWNER agrees to provide or pay the cost of any required architectural or structural engineering services as may become necessary if the OWNER chooses to utilize the enclosed

area at the base of the tank for human occupancy or other use that may require such services when necessary or as may be deemed advisable by the ENGINEER.

2.8 The OWNER will select material finishes, colors, styles, and other details from samples presented by the ENGINEER/CONTRACTORS as needed.

2.9 The OWNER agrees to pay the cost of all permit application or agreement type fees directly to FAA, ADEM, ALDOT, planning and/or zoning commissions, or any other city, county, state or federal agencies as may be required.

ARTICLE 3. PERIOD OF SERVICE

3.1 ENGINEER'S obligation to provide services as contained in Article 1 and attachments thereto, will extend for a reasonable period for the initial surveying, environmental, permitting, preliminary engineering and design, award of contracts and construction of the Project.

3.2 Upon notice from the OWNER, ENGINEER will proceed with the performance of the services called for in the Preliminary Engineering Design Phase, and to deliver Contract Documents and a revised opinion of probable Project Cost for all authorized work on the Project.

3.3 After acceptance of the Construction Contract documents and ENGINEER'S most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER will proceed with performance of the services called for in the Bidding or Negotiating Phase. This phase will terminate and the services to be rendered thereunder will be considered complete upon commencement of the Construction Phase.

3.4 The Period of Service for Construction Engineering and Inspection Services during construction shall conclude at the completion time for the construction contract(s) as established in the construction contract documents. Time extensions or time overruns on the construction contract will require an extension to the Period of Service for engineering services.

ARTICLE 4. RELATIONSHIP OF THE PARTIES

4.1 The parties intend that this Agreement creates an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of the OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner.

4.2 Neither party is to represent to others that the relationship between them is other than as stated above.

4.3 Nothing under this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken in pursuant to this Agreement will be for the sole exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

4.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the Extent permitted by Paragraph 4.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

4.5 Neither the OWNER nor the ENGINEER will assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph will prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors, as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

ARTICLE 5. LIABILITY AND INDEMNITY

5.1 The ENGINEER will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

5.2 Estimates of cost, approvals, recommendations, opinions and decisions by the ENGINEER are made on the basis of the ENGINEER'S experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

5.3 Notwithstanding any other provision of this Agreement, the ENGINEER'S total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER'S strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) will not exceed the lesser of the total contract value of this Agreement or the limits of the ENGINEER'S liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event will either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

5.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER will be the liability of the OWNER. Any and all liability that may arise from the

construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 The OWNER agrees to pay to the ENGINEER, in cash, five hundred twenty-five thousand dollars ($525,000) for the *Preliminary Engineering Design Phase* services listed in Article 1 to be paid in monthly installments as work progresses.

6.2 The OWNER agrees to pay to the ENGINEER, in cash, five thousand dollars ($5,000) for the *Bidding or Negotiating Phase* services listed in Article 1 to be paid in monthly installments as work progresses.

6.3 The OWNER agrees to pay to the ENGINEER, in cash, four hundred thousand dollars ($400,000) for the *Construction Engineering & Inspection Phase* services listed in Article 1 to be paid in monthly installments as work progresses.

6.4 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, that are mutually agreed upon by the OWNER and the ENGINEER, will be incorporated in written amendments to this Agreement.

6.5 If the Period of Service for construction observation or for engineering services during construction is extended due to times extensions or time overruns to the construction contract, compensation for these additional construction and engineering services during the extended Period of Service will be at the rates shown in the ENGINEER'S Standard Fee Schedule.

ARTICLE 7. TERMINATION

7.1 This Agreement will be subject to termination by either party hereto, with or without cause, upon 10 days advance notice in writing. Payment due at such time will be computed upon applicable terms of Article 6 and amount of work complete as of the termination date.

ARTICLE 8. MISCELLANEOUS

8.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

8.2 It is understood and agreed by the parties hereto, that any part, term or provision of this Agreement is held by any court of competent jurisdiction to illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement will not be affected and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

8.3 It is expressively understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER'S proprietary interest in its engineering drawings, and specifications, will survive the termination of this Agreement under Article 7 above.

8.4 All drawings, specifications and other work produced by the Engineer for this project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. Reuse of any of the instruments of service of the Engineer by the Owner on extensions of this project or on any other project without written permission of the Engineer shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such reuse of the Engineer's instruments of service by the Owner or by others acting through the Owner.

IN TESTIMONY to all of which said the **City of Fairhope, Fairhope, Alabama** has caused this instrument to be executed by its **mayor**, and its seal affixed, for the **City of Fairhope**; and said **Southern Engineering Solutions, Inc.** has caused this instrument to be executed by its **President** on the date first written above.

Seal:

City of Fairhope

ATTEST:

Sherry Sullivan
Mayor

Lisa A. Hanks
City Clerk

Seal:

Southern Engineering Solutions, Inc.

ATTEST:

Troy Hudson, P.E.
President

DeAnn S. Grantham, PE
Vice President

Wagner Rd. Water Tower and 24” Water Main Engineering Scope

Design Phase:

1) Surveying and preparation of easements for water tower and water main and deed for property.
2) All environmental permits and assessments.
3) ALDOT highway crossing permit
4) Baldwin County ROW permit
5) Baldwin County land disturbance permit
6) FAA permit
7) ADEM construction permit
8) Geotechnical costs for testing and reporting soil conditions.
9) Design survey
10) Detailed construction plans, construction contract, and specifications

Bidding or Negotiating Phase:

1) Hold pre-bid meetings for two projects
2) Hold pre-construction meetings for two projects
3) Answer RFQ’s for two projects
4) Compile Bid Tabulation for two projects
5) Recommend award for two projects

Construction Engineering & Inspection:

1) Review and approve all: material submittals, shop drawings, working drawings, temporary traffic control plans, stormwater best management practices.
2) Inspect construction activity for compliance with project plans, contract, and specifications.
3) Create punch list and prepare as-built drawings.
4) Submit contractor estimates for payment.
5) Inspect and test materials used during construction.

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Daryl Morefield Department: Water

Project Name: Point Clear water tower & 24" water line

Project Description: Design an elevated 2MG water tower & 24' water distribution line

Project Category: ___ Bid X Professional Service ___ Other: _____

Budget Amount: $4,500,000.00 Budget Code: 004010-59501-50 & 56500-120

Budgeted for Current FY: X Yes ___ No Project # 2026-WAT 005

BID INFORMATION

Bid Duration: _____ Project Duration: _____

Engineer of Record: _____

Pre-Bid Meeting: X No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: _____ Contract Extensions: ___ No ___ Yes

Project Manager: _____

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

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

Notes: _____

SIGNATURES

Requestor: _____ Senior Accountant: Suzanne Doughty

City Treasurer: Kimberly Creech Mayor: Sherry Sullivan

PRF - Prof Engineer - New Point Clear Water Tower & 24 in Water Main - Corrected

Final Audit Report 2025-11-12

Created:	2025-11-06
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjg6gaH9Us3wLkpk_qPz57VwAUwJ_9A5Q

"PRF - Prof Engineer - New Point Clear Water Tower & 24 in Water Main - Corrected" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
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2025-11-06 - 3:09:12 PM GMT

Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2025-11-06 - 3:15:47 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2025-11-06 - 3:16:07 PM GMT - Time Source: server

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2025-11-06 - 3:16:09 PM GMT

Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2025-11-12 - 6:52:09 PM GMT - Time Source: server

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2025-11-12 - 6:52:11 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2025-11-12 - 8:31:01 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2025-11-12 - 8:34:20 PM GMT - Time Source: server

Agreement completed.
2025-11-12 - 8:34:20 PM GMT

RESOLUTION NO. 5710-26

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

[1] That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main to Southern Engineering Solutions, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 26TH DAY OF JANUARY, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-721

FROM:	Daryl Morefield, WATER SUPERINTENDENT Noel Berry, Utilities Engineer
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, and the City Utilities Engineer, Noel Berry, are requesting to procure a qualified contractor to provide all materials, equipment, labor, and incidentals required for the replacement of a 6-Inch water main and associated infrastructure on the east side of AL-181 from the approximate limits of County Road 34 to Stone Creek Drive.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-025-2026-WAT-004 AL-181 6-In. Water Main Replacement from CR-34 to Stone Creek Dr. to GMC Underground for a not-to-exceed project amount of $455,573.50.

BACKGROUND INFORMATION:

A service bid was issued on January 30, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. Three (3) responsive bids were received at the bid opening on March 3, 2026, at 2:00 p.m.

The Superintendent of Water/Wastewater and the City Utilities Engineer, recommend the award be made to GMC Underground. Their low bid price for the Base Bid was Four Hundred Fifty-Five Thousand Five Hundred Seventy-Three Dollars and Fifty Cents ($455,573.50).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004010-59500-100	Water - Distribution System Improve.	$500,000.00	$455,573.50	$44,426.50

Project No.: 2026WAT004 | Project Expense String: 2026WAT004-CONS

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 did request, receive, and open bids for (Bid No. 26-025-2026-WAT-004) Water Main Replacement from CR-34 to Stone Creek Drive for the City of Fairhope Water/Wastewater Department.

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

Please see attached Bid Tabulation for
Water Main Replacement from CR-34 to Stone Creek Drive

[3] After evaluating bid proposals with required bid specifications the Superintendent of Water/Wastewater and the City Utilities Engineer recommend the award be made to GMC Underground with a bid proposal not-to-exceed $455,573.50.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid 26-025-2026-WAT-004 AL-181 6" Water Main Replacement from CR-34 to Stone Creek Dr.
Opened March 3, 2026 at 2:00 P.M.

				Equix Energy Services, LLC		GMC Underground		UnderGround, Inc.	
			Bid Documents Signed / Notarized (Y/N)	Y		Y		Y	
			Bid Bond (Y/N)	Y		Y		Y	
			Addendum I (Y/N)	Y		Y		Y	
PAY ITEM NO.	EST QTY.	UNIT	Description	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1000	SF	219C Filter Blanket, Geotextile	$10.00	$10,000.00	$2.00	$2,000.00	$2.50	$2,500.00
2	1	Lump Sum	260A Cement Mortar Flowable Backfill, Mix 4	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00
3	1	Each	600A Mobilization (Limited to 10% to Total Contract Price)	$43,600.00	$43,600.00	$30,000.00	$30,000.00	$46,000.00	$46,000.00
4	100	SF	301A Crushed Aggregate Base Course, Type B, Plant Mixed, 12" Thick	$65.00	$6,500.00	$20.00	$2,000.00	$55.00	$5,500.00
5	500	TON	430B Temporary ALDOT #1 Stone	$45.00	$22,500.00	$96.00	$48,000.00	$10.00	$5,000.00
6	50	SY	Planing Existing Pavement (Approximately 1.0" thru 2.0" Thick)	$30.00	$1,500.00	$30.00	$1,500.00	$55.00	$2,750.00
7	33	TON	424A Superpave Bituminous Concrete Wearing Surface Layer, 165 lbs/SY – 3/4" Maximum Aggregate Size Mix, ESAL Range C/D – per ton	$405.00	$13,365.00	$279.50	$9,223.50	$100.00	$3,300.00
8	100	TON	424B Superpave Bituminous Concrete Binder Layer, 240 Lbs/SY - 1" Maximum Aggregate Size Mix, ESAL Range C/D - per ton	$220.00	$22,000.00	$273.00	$27,300.00	$100.00	$10,000.00
9	300	LF	637A Fence Rest (All types)	$30.00	$9,000.00	$1.00	$300.00	$5.00	$1,500.00
10	500	LB	641C Ductile Iron Fittings	$20.00	$10,000.00	$10.00	$5,000.00	$13.00	$6,500.00
11	15	Each	641M Retainer Gland including Bolts and Gaskets	$750.00	$11,250.00	$120.00	$1,800.00	$250.00	$3,750.00
12	2300	LF	641U 6" DIPS HDPE PE4710 DR11 Water Main Directionally Drilled	$65.00	$149,500.00	$48.00	$110,400.00	$87.50	$201,250.00
13	4	Each	641U1 6" x6" DIPS Butt Fusion x MJ Adapter w/ Stainless Stiffener	$750.00	$3,000.00	$750.00	$3,000.00	$500.00	$2,000.00
14	1	Each	641U2 6"x2" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	$900.00	$900.00	$1,200.00	$1,200.00	$4,500.00	$4,500.00
15	1	Each	641U3 6"x1" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	$700.00	$700.00	$1,200.00	$1,200.00	$3,000.00	$3,000.00
16	5	Each	641U4 6"x3/4" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	$650.00	$3,250.00	$900.00	$4,500.00	$2,500.00	$12,500.00
17	200	LF	641U5 6" Pressure Class 350 DI Main Laid	$60.00	$12,000.00	$50.00	$10,000.00	$110.00	$22,000.00
18	2	Each	641U6 6" Insertion Valve	$12,500.00	$25,000.00	$12,000.00	$24,000.00	$8,500.00	$17,000.00
19	1	Each	641U7 6" Meter and Box Relocation	$15,000.00	$15,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00

20	3	Each	641U8 6" Gate Valve with Stem Extension and Box	$1,500.00	$4,500.00	$1,950.00	$5,850.00	$4,900.00	$14,700.00
21	2	Each	641U9 Fire Hydrant (Complete with Riser and Shoe)	$10,000.00	$20,000.00	$7,000.00	$14,000.00	$8,500.00	$17,000.00
22	5	Each	641U10 Extend and Reconnect 3/4" Water Service Line (Includes connection fittings and necessary piping)	$1,900.00	$9,500.00	$2,000.00	$10,000.00	$4,700.00	$23,500.00
23	1	Each	641U11 Extend and Reconnect 1" Water Service Line (Includes connection fittings and necessary piping)	$2,150.00	$2,150.00	$2,000.00	$2,000.00	$4,200.00	$4,200.00
24	1	Each	641U12 Extend and Reconnect 2" Water Main (Includes connection fittings and necessary piping)	$2,650.00	$2,650.00	$6,500.00	$6,500.00	$6,300.00	$6,300.00
25	100	C Y	650A Topsoil (Truckbed Measurement)	$45.00	$4,500.00	$80.00	$8,000.00	$75.00	$7,500.00
26	500	SY	654A Solid Sodding	$20.00	$10,000.00	$10.00	$5,000.00	$20.00	$10,000.00
27	2	Acre	665A Temporary Seeding	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$2,000.00	$4,000.00
28	2	Acre	665B Temporary Mulching	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$1,500.00	$3,000.00*
29	40	LF	665C 24" Temporary Piping	$250.00	$10,000.00	$100.00	$4,000.00	$125.00	$5,000.00
30	300	LF	665J Silt Fence (Installation and Removal)	$12.00	$3,600.00	$8.00	$2,400.00	$5.00	$1,500.00
31	300	LF	665Q Wattle (Installation and Removal)	$8.00	$2,400.00	$8.00	$2,400.00	$10.00	$3,000.00
32	1	Lump Sum	Temporary Traffic Control	$10,000.00	$10,000.00	$35,000.00	$35,000.00	$15,000.00	$15,000.00
33	1	Each	Additional Items to be Utilized at the Direction of the Engineer	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
Total Base Bid (Items 1 -34)					$506,365.00		$455,573.50		$544,750.00*

* Corrected Arithmetic

Recommendation:

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

Signature
Noel Berry, PE, Utilities Engineer

Signature
Erin Wolfe, Procurement and Contracts Manager

ITEM III
REVISED BID RESPONSE FORM

Date: 02 / 24 / 2026

Bid No: **26-025-2026-WAT-004**

Project: **AL-181 6-In. Water Main Replacement from CR-34 to Stone Creek Dr.**

Bids Due: **Tuesday, March 3, 2026, 2:00 P.M.**

PAY ITEM NO.	EST. QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1000	SF	219C Filter Blanket, Geotextile	$2.00	$2,000.00
2	1	Lump Sum	260A Cement Mortar Flowable Backfill, Mix 4	$15,000.00	$15,000.00
3	1	Each	600A Mobilization (Limited to 10% of Total Contract Price)	$30,000.00	$30,000.00
4	100	SF	301A Crushed Aggregate Base Course, Type B, Plant Mixed, 12" Thick	$20.00	$2,000.00
5	500	TON	430B Temporary ALDOT #1 Stone	$96.00	$2,000.00
6	50	SY	Planing Existing Pavement (Approximately 1.0" thru 2.0" Thick)	$30.00	$1,500.00
7	33	TON	424A Superpave Bituminous Concrete Wearing Surface Layer, 165 lbs/SY – 3/4" Maximum Aggregate Size Mix, ESAL Range C/D – per ton	$279.50	$9,223.50
8	100	TON	424B Superpave Bituminous Concrete Binder Layer, 240 lbs/SY – 1" Maximum Aggregate Size Mix, ESAL Range C/D – per ton	$273.00	$27,300.00
9	300	LF	637A Fence Reset (All types)	$1.00	$300.00
10	500	LB	641C Ductile Iron Fittings	$10.00	$5,000.00
11	15	Each	641M Retainer Gland including Bolts and Gaskets	$120.00	$1,800.00
12	2300	LF	641U 6" DIPS HDPE PE4710 DR11 Water Main Directionally Drilled	$48.00	$110,400.00
13	4	Each	641U1 6" DIPS Butt Fusion x MJ Adapter w/ Stainless Stiffener	$750.00	$3,000.00
14	1	Each	641U2 6" x 2" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	$1,200.00	$1,200.00
15	1	Each	641U3 6" x 1" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	$1,200.00	$1,200.00
16	5	Each	641U4 6" x 3/4" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	$900.00	$4,500.00
17	200	LF	641U5 6" Pressure Class 350 DI Main Laid	$50.00	$10,000.00
18	2	Each	641U6 6" Insertion Valve	$12,000.00	$24,000.00
19	1	Each	641U7 6" Meter and Box Relocation	$6,000.00	$6,000.00
20	3	Each	641U8 6" Gate Valve with Stem Extension and Box	$1,950.00	$5,850.00
21	2	Each	641U9 Fire Hydrant (Complete with Riser and Shoe)	$7,000.00	$14,000.00
22	5	Each	641U10 Extend and Reconnect 3/4" Water Service Line (Includes connection fittings and necessary piping)	$2,000.00	$10,000.00

23	1	Each	641U11 Extend and Reconnect 1" Water Service Line (Includes connection fittings and necessary piping)	$2,000.00	$2,000.00
24	1	Each	641U12 Extend and Reconnect 2" Water Main (Includes connection fittings and necessary piping)	$6,500.00	$6,500.00
25	100	CY	650A Topsoil (Truckbed Measurement)	$80.00	$8,000.00
26	500	SY	654A Solid Sodding	$10.00	$5,000.00
27	2	ACRE	665A Temporary Seeding	$2,000.00	$4,000.00
28	2	ACRE	665B Temporary Mulching	$2,000.00	$4,000.00
29	40	LF	665C 24" Temporary Piping	$100.00	$4,000.00
30	300	LF	665J Silt Fence (Installation and Removal)	$8.00	$2,400.00
31	300	LF	665Q Wattle (Installation and Removal)	$8.00	$2,400.00
32	1	Lump Sum	Temporary Traffic Control	$35,000.00	$35,000.00
33	1	Each	Additional Items to be Utilized at the Direction of the Engineer	$50,000.00	$50,000.00
Total Base Bid (Items 1 – 33)					$455,573.50

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
Addendum 1	02/20/2026		

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 2nd day of March, 2026.

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 General Maintenance Contractors of East AL Inc

State of Incorporation Alabama

Company Representative James P DeLamar
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address 315 S Sixth St

Opelika, AL 36801

Phone Number (334) 249-1900 Fax Number( )

E-mail address pdelamar@gmcunderground.com AL Contractor's License No. 10903

Foreign Vendor Id

BID PROPOSAL NOTARIZATION:

STATE OF Alabama }

COUNTY OF Lee }

I, the undersigned authority in and for said State and County, hereby certify that James P. DeLamar as Vice President respectively, of General Maintenance Contractors of East AL, 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 2nd day of March, 2026

COREY LYERLY NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 09-15-2028

NOTARY PUBLIC Corey Lyerly

MY COMMISSION EXPIRES 9/15/28

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 26-025-2026-WAT-004
AL-181 6-In. Water Main Replacement from CR-34 to Stone Creek Dr.
Project No. 2026-WAT 004

Business Organization

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

General Maintenance Contractors of East AL Inc
Doing-Business-As Name of CONTRACTOR:

GMC Underground
Principal Office Address:
315 S Sixth St

Opelika, AL 36801

LOCAL Telephone Number: 334-249-1900 Toll- Free
LOCAL Fax Number:
Email address: pdelamar@gmcunderground.com
Website: gmcunderground.com

Form of Business Entity [check one ("X"]
Corporation X
Partnership
Individual
Joint Venture
Other (describe):

Corporation Statement
If a corporation, answer the following:
Date of incorporation: 11/16/2005
Location of incorporation: Alabama
The corporation is held: Publicly ___
Privately X

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: James P DeLamar Email pdelamar@gmcunderground.com

Phone 334-319-0283 Fax

END OF CONTRACTOR INFORMATION SECTION

POST IN A CONSPICUOUS PLACE

City of Fairhope, Alabama

Business License

THIS LICENSE EXPIRES **12/31/2026**

License Number
13024

Business Name: GMC UNDERGROUND
Address: OUT OF AREA
City, State Zip:

26

ID: 107245

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

Phone Number: 334-319-0283

Classification: CONTRACTORS-SPECIALTY TRADES-NONGENERAL & NONHEAVY
Date Issued: 01/26/2026
License Base: CITY LIMITS

CITY OF FAIRHOPE ALABAMA

By _____
Issuing Officer

This License is NOT Transferable - Office Copy Only

This is your Business License Receipt

City of Fairhope, Alabama

Business License

THIS LICENSE EXPIRES **12/31/2026**

License Number
13024

Business Name: GENERAL MAINTENANCE CONTRACTORS OF E AL
Address: P O BOX 2797
OPELIKA, AL 36803
City, State Zip:

ID: 107245

Phone Number: 334-319-0283

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

Classification: CONTRACTORS-SPECIALTY TRADES-NONGENERAL & NONHEAVY
Date Issued: 01/26/2026
License Base: CITY LIMITS

CITY OF FAIRHOPE ALABAMA

By _____
Issuing Officer

ISSUANCE FEE	14.00
SCHEDULE "D" - CITY LIMITS	2,600.66
Total:	2,614.66

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 10903

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

GENERAL MAINTENANCE CONTRACTORS OF EAST ALABAMA INC

OPELIKA, AL 36803

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

MU: MUNICIPAL AND UTILITY

until **August 31, 2026** when this Certificate expires.

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

25th day of **August, 2025**

221268

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM X

BID BOND

The PRINCIPAL (Bidder's name and address) General Maintenance Contractors of East Alabama, Inc
315 S. Sixth St.
Opelika, AL 36801

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. 2026-WAT 004
PROJECT NAME: AL-181 6-In. Water Main Replacement from CR-34 to Stone Creek Dr.

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 OBIGATION 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 3rd day of March, 2026.

General Maintenance Contractors of East Alabama, Inc.
(Principal (Company)

ATTEST James P. DeLamar By James N. DeLamar Jr

James N. DeLamar, Jr, President
Print Name and Title

SURETY
ATTEST

FCCI Insurance Company
Surety Company

By

Walter C. Dowdy, Attorney-in-Fact
Print Name and Title

CORPORATION

General Maintenance Contractors of East Alabama, Inc.
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 315 S. Sixth St.
Opelika, AL 36801

email ecrouch@gmcunderground.com phone : 205-835-0038

BY: James N DeLamar Jr
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

James N. DeLamar, Jr, President
(Position or Title)

10903
(General Contractor's License Number)

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

Attest:
(Secretary)

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

FCCI Insurance Company
(Name of Surety)

BY: Walter C. Dowdy
(Attorney in Fact) Walter C. Dowdy

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Walter C. Dowdy; J. Kyle Drumwright; Angela J. Penn

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of March, 2026

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI-3592-NA-04, 7/2021

GMC UNDERGROUND
315 S. 6TH ST.
OPELIKA, AL 36801
LICENSE NO. 10903

Sealed Bid

received
3/3/26 RW
1:02

Project Name: AL-181 6-In. Water Main Replacement from CR-34 to Stone Creek Dr.

Bid No. 26-025-2026-WAT-004

City of Fairhope
555 South Section St, Fairhope, AL

Page 57 of 799

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Noel Berry, PE-Utilities Engineer **Department:** Water- 004010

Project Name: AL-181 6" Water Main Replacement from CR-34 to Stone Creek

Project Description: Bore 6" HDPE Water Main on East side of AL-181 from CR-34 to Stone Creek

Project Category: X Bid ___ Professional Service ___ Other: _____

Budget Amount: $500,00.00 **Budget Code:** 004010-59500-100

Budgeted for Current FY: X Yes ___ No **Project Number:** 2026-WAT 004

BID INFORMATION

Bid Duration: 7 Days **Project Duration:** 100 Calendar Days

Engineer of Record: Noel Berry

Pre-Bid Meeting: ___ No X Yes X Mandatory ___ Non-Mandatory

Scope of Work Provided By: Noel Berry **Contract Extensions:** X No ___ Yes

Project Manager: Noel Berry

Insurance Requirements: ___ Minimum X Maximum

Bonds: X Bid X Performance X Labor & Materials

Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

Force Account Project: X No ___ Yes **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: Noel Berry **Senior Accountant:** Suzanne Doughty 01/06/26

City Treasurer: Kimberly Creech **Mayor:** Sherry Sullivan

PRF - AL-181 6-in Water Main Replacement CR-34 to Stone Creek

Final Audit Report 2026-01-16

Created:	2026-01-13
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASYbCI8iWGlJ7qOSRuR1hK9afYiyQj2N7

"PRF - AL-181 6-in Water Main Replacement CR-34 to Stone Creek" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-01-13 - 9:08:12 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-01-13 - 9:08:36 PM GMT

Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-01-16 - 8:12:29 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-01-16 - 8:13:12 PM GMT - Time Source: server

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2026-01-16 - 8:13:15 PM GMT

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2026-01-16 - 9:42:31 PM GMT

Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-01-16 - 9:43:00 PM GMT - Time Source: server

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-01-16 - 9:43:02 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-01-16 - 10:03:55 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-01-16 - 10:04:24 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2026-01-16 - 10:04:24 PM GMT

Adobe Acrobat Sign

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-720

FROM:	Daryl Morefield, WATER SUPERINTENDENT Noel Berry, Utilities Engineer
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, and the City Utilities Engineer, Noel Berry, are requesting to procure a qualified contractor to provide all materials, labor, and incidentals required for the installation of twelve (12) new lift station bypass pumps.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-028-2025-PUS-014 Installation of Twelve (12) New Lift Station Bypass Pumps to Criswell Contracting Services, LLC. for a not-to-exceed amount of $589,595.60. Authorize the Treasurer to transfer $289,595.60 from General Lift Stations Improvements project to 12 Bypass pump installation project.

BACKGROUND INFORMATION:

A service bid was issued on February 11, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. ## responsive bids were received at the bid opening on March 12, 2026 at 3:00 p.m.

The Superintendent of Water/Wastewater and the City Utilities Engineer recommends the award be made to Criswell Contracting Services, LLC. Their low bid price was as follows:

1. Mobilization : $12,000.00
2. Bypass Pumps Site 1 - Intermediate Lift Station : $44,096.00
3. Bypass Pumps Site 2 : Thompson Hall Lift Station : $34,674.00
4. Bypass Pumps Site 3 : Lakewood Lift Station : $28,188.00
5. Bypass Pumps Site 4 : Carmel Square Lift Station : $59,614.00
6. Bypass Pumps Site 5 : Magnolia Beach Condominiums Lift Station : $61,476.00
7. Bypass Pumps Site 6: Rock Creek 1 Lift Station : $64,068.00
8. Bypass Pumps Site 7 : Baldwin One Lift Station : $39,946.00
9. Bypass Pumps Site 8 : Valley Lift Station : $35,404.00
10. Bypass Pumps Site 9 : Pier Lift Station : $40,555.00
11. Bypass Pumps Site 10 : North Mobile Street Lift Station : $38,558.00
12. Bypass Pumps Site 11 : Quail Creek Lift Station : $37,760.00

13. Bypass Pumps Site 12 : The Woodlands Lift Station : $39,657.00

Their total price for Lines 1-13 was $535,996.00. 10% Contingency: $53,599.60

Criswell Contracting Services, LLC Total Low Bid Price (with Contingency) is Five Hundred Eighty-Nine Thousand Five Hundred Ninety-Five Dollars and Sixty Cents ($589,595.60).

Authorize the Treasurer to transfer $289,595.60 from General Lift Stations Improvements project to 12 Bypass pump installation project.

004020-59501-10 Wastewater - Sys Imprv Lift Stations - General Lift Station Upgrades project ($289,595.60)
004020-59501-50 Wastewater - Sys Imprv Lift Stations - 12 Bypass pump installation project $289,595.60

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004020-59501-50	Wastewater - Sys Imprv Lift Stations - 12 Bypass pump installation	$300,000.00	$589,595.60	($289,595.60)
004020-59501-10	Wastewater - Sys Imprv Lift Stations - General Lift Station Upgrades	$289,595.60		$289,595.60

004020-59501-10 Wastewater - Sys Imprv Lift Stations-General Lift Station Upgrades **budget $800,000.00**

Project No.: 2025PUS014 | Project Expense String: 2025PUS014-CONS

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: Treasury to adjust Project Expense String Budget for 2025PUS014-CONS to $589,595.60 upon approval.

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 (Bid No. 26-028-2025-PUS-014) Installation of Twelve (12) New Lift Station Bypass Pumps for the City of Fairhope Water/Wastewater Department.

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

Please see attached Bid Tabulation for
Installation of Twelve (12) New Lift Station Bypass Pumps

[3] After evaluating bid proposals with required bid specifications the Superintendent of Water/Wastewater and the City Utilities Engineer recommend that the award be made to Criswell Contracting Services, LLC with a bid proposal not-to-exceed $589,595.60; and authorize the Treasurer to transfer $289,595.60 from General Lift Stations Improvements project to 12 Bypass pump installation project.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid 26-028-2025-PUS-014 Installation of Twelve (12) New Lift Station Bypass Pumps
Opened Bid; March 12th, 2026 3:00 P.M.

				Ballcon, Inc.	Construction Labor Services, Inc.	Criswell Contracting Services, LLC.	Hughes 360 Services, LLC.	Kelley's Welding & Excavation, Inc.
			Bid Documents Signed / Notarized (Y/N)	Y	Y	Y	Y	Y
			Bid Bond (Y/N)	Y	Y	Y	Y	Y
			Addendum I,II,III,IV (Y/N)	Y	Y	Y	Y	Y
PAY ITEM 1	Description		ESTIMATED QUANTITY	UNIT COST	UNIT COST	UNIT COST		UNIT COST
1	Mobilization (Limited to 12% of the Total Contract Price)	LUMP SUM	1	$24,000.00	$80,000.00	$12,000.00	$40,000.00	$47,190.48
2	Bypass Pump Site 1- Intermediate Lift Station	LUMP SUM	1	$61,335.00	$46,500.00	$44,096.00	$38,000.00	$56,178.88
3	Bypass Pump Site 2- Thompson Hall List Station	LUMP SUM	1	$64,972.00	$45,750.00	$34,674.00	$38,000.00	$54,353.85
4	Bypass Pump Site 3 - Lakewood Lift Station	LUMP SUM	1	$59,835.00	$40,900.00	$28,188.00	$46,500.00	$57,038.00
5	Bypass Pump 4- Carmel Square Lift Station	LUMP SUM	1	$94,588.00	$59,500.00	$59,614.00	$50,000.00	$76,542.14
6	Bypas Pump Site 6- Magnolia Beach Condominiums Lift Station	LUMP SUM	1	$91,651.00	$58,000.00	$61,476.00	$42,000.00	$65,680.03
7	Byapss Pump Site 6 - Rock Creek 1 Lift Station	LUMP SUM	1	$94,879.00	$62,650.00	$64,068.00	$46,000.00	$72,202.50
8	Bypass Pump Site 7- Baldwin One Lift Station	LUMP SUM	1	$93,776.00	$42,500.00	$39,946.00	$55,000.00	$73,385.18
9	Bypass Pump Site 8 - Valley Lift Station	LUMP SUM	1	$64,358.00	$47,000.00	$35,404.00	$48,000.00	$52,152.53
10	Bypass Pump Site 9 - Pier Lift Station	LUMP SUM	1	$61,664.00	$50,350.00	$40,555.00	$50,000.00	$55,608.30
11	Bypass Pump Site 10 - North Mobile Street Lift Station	LUMP SUM	1	$63,464.00	$47,000.00	$38,558.00	$49,000.00	$52,102.53
12	Bypass Pump Site 11- Quail Creek Lift Station	LUMP SUM	1	$61,488.00	$48,000.00	$37,760.00	$43,000.00	$51,688.46
13	Bypass Pump Site 12 - The Woodlands Lift Station	LUMP SUM	1	$68,154.00	$48,500.00	$39,657.00	$54,375.00	$50,196.00
	TOTAL PROJECT COST (PAY ITEMS 1-13)			$904,164.00	$676,650.00	$535,996.00	$599,875.00	$764,318.88
14	10% Contigency - Items to be Utilized at the Discretion of the Engineer			$90,416.40*	$67,665.00	$53,599.60	$59,987.50	$76,431.89
	TOTAL PROJECT COST (PAY ITEMS 1-13) PLUS CONTINGENCY (PAY ITEM 14)			$994,580.40*	$744,315.00	$589,595.60	$659,862.50	$840,750.77

* Pay Item 14 10% Contingency was omitted from Bid Response Form

Recommendation:

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

Signature
Noel Berry, Utilities Engineer

Signature
Erin Wolfe, Purchasing Manager

ITEM III
BID RESPONSE FORM

Date: 3 / 12 / 2026

Bid No: **26-028-2025-PUS-014**
Installation of Twelve (12) New Lift Station Bypass Pumps
Project No. 2025-PUS-014

Bids Due: **Thursday, March 5, 2026, 2:00 P.M.**

PAY ITEM 1	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST
1	Mobilization (Limited to 12% of the Total Contract Price)	LUMP SUM	1	12,000
2	Bypass Pump Site 1 – Intermediate Lift Station	LUMP SUM	1	44,096
3	Bypass Pump Site 2 – Thompson Hall List Station	LUMP SUM	1	34,674
4	Bypass Pump Site 3 – Lakewood Lift Station	LUMP SUM	1	28,188
5	Bypass Pump Site 4 – Carmel Square Lift Station	LUMP SUM	1	59,614
6	Bypass Pump Site 5 – Magnolia Beach Condominiums Lift Station	LUMP SUM	1	61,476
7	Bypass Pump Site 6 -Rock Creek 1 Lift Station	LUMP SUM	1	64,068
8	Bypass Pump Site 7 – Baldwin One Lift Station	LUMP SUM	1	39,946
9	Bypass Pump Site 8 – Valley Lift Station	LUMP SUM	1	35,404
10	Bypass Pump Site 9 – Pier Lift Station	LUMP SUM	1	40,555
11	Bypass Pump Site 10 – North Mobile Street Lift Station	LUMP SUM	1	38,558
12	Bypass Pump Site 11 – Quail Creek Lift Station	LUMP SUM	1	37,760
13	Bypass Pump Site 12 – The Woodlands Lift Station	LUMP SUM	1	39,657
	TOTAL PROJECT COST (PAY ITEMS 1-13)			535,996
14	10% Contingency- Items to be Utilized at the Discretion of the Engineer			53,599.60
TOTAL PROJECT COST (PAY ITEMS 1-13) PLUS CONTINGENCY (PAY ITEM 14)				589,595.60

Note: Payment for Item 14 requires written approval by the City of Fairhope Engineer. It shall be 10% of the sum of pay items 1 through 13.

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
1	3/2/2026	2	3/3/2026

3	3/4/2026	4	3/9/2026

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 on 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 12th day of March, 2026.

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 Criswell Contracting Services LLC

State of Incorporation Alabama

Company Representative Raymond Criswell
(**PRINT** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Company Representative _____
(**SIGNATURE** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Address 3509 N College Ave

Jackson, Al. 36545

Phone Number (251) 589-9596 Fax Number (251) 765-0846

E-mail address raymondcriswell@yahoo.com AL Contractor's License No. 57837

Foreign Vendor Id _____

BID PROPOSAL NOTARIZATION:

STATE OF Alabama }

COUNTY OF Clarke }

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

Given under my hand and Notary Seal on this 12th day of March, 2026.

KATHY JONES MY COMMISSION EXPIRES DECEMBER 28, 2029 NOTARY PUBLIC ALABAMA, STATE AT LARGE

NOTARY PUBLIC _____

MY COMMISSION EXPIRES 12/28/29

ITEM IV
CONTRACTOR INFORMATION

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

Bid Number 26-028-2025-PUS-014
Installation of Twelve (12) New Lift Station Bypass Pumps
Project No. 2025-PUS 014

Business Organization

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

Criswell Contracting Services LLC
Doing-Business-As Name of CONTRACTOR:

3509 N College Ave
Principal Office Address:
Jackson, Al. 36545

LOCAL Telephone Number: 251-589-9596 Toll- Free
LOCAL Fax Number: 251-765-0846
Email address: raymondcriswell@yahoo.com
Website:

Form of Business Entity [check one ("X"]
Corporation ____
Partnership ____
Individual ____
Joint Venture ____
Other (describe): X - LLC

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: Raymond Criswell Email raymondcriswell@yahoo.com

Phone 251-589-9596 Fax 251-765-0846

END OF CONTRACTOR INFORMATION SECTION

ITEM X

BID BOND

The PRINCIPAL (Bidder's name and address)
Criswell Contracting Services, LLC
PO Box 1477
Jackson, AL 36545

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. 2025-PUS-014
PROJECT NAME: Installation of Twelve (12) New Lift Station Bypass Pumps Bid No. 26-028-2025-PUS-014

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 OBIGATION 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 12th day of March, 2026.

ATTEST

_____

Criswell Contracting Services, LLC
(Principal (Company)

By _____

Raymond Criswell, Owner
Print Name and Title

SURETY
ATTEST

Christy Hicks

Old Republic Surety Company
Surety Company

By _____

Francis Ware, Attorney-in-Fact
Print Name and Title

CORPORATION

Criswell Contracting Services, LLC
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: PO Box 1477 Jackson, AL 36545

email criswellcontractingservicesllc@gmail.com phone 251-589-9596

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

Owner
(Position or Title)

57837
(General Contractor's License Number)
vendors)

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

Attest:

_____
(Secretary)

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

Old Republic Surety Company
(Name of Surety)

BY: Francis Ware
(Attorney in Fact)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DONALD LANE MILAM, JAMES HAROLD BARBER JR, DEBRA POWEL SANDERS, FRANCIS WARE, CULLMAN LEONARD SKIPPER, AMANDA RUSSELL, CHRISTY HICKS, OF MONTGOMERY, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of NOVEMBER, 2022.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of NOVEMBER, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0433

Signed and sealed at the City of Brookfield, WI this 12th day of March, 2024.

Karen J. Haffner
Assistant Secretary

PALOMAR INSURANCE CORPORATION

Contracting Services LLC
College Ave
son, Al. 36545
al Contractor # 57837

RECEIVED
2:50
3/12
J.G

City of Fairhope
Bid No: 26-028-2025-PUS-014
Installation of Twelve(12) New Lift Station Bypass Pumps
Project No. 2025-PUS-014
555 South Section St.
Fairhope, Al. 36532

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Daryl Morefield **Department:** Wastewater

Project Name: Lift station bypass pump concrete pad installation

Project Description: Construct concrete 12 pads for lift station bypass pumps (FY26 Budget)

Project Category: X Bid ___ Professional Service ___ Other: _____

Budget Amount: 250,000.00 **Budget Code:** 004020-59501-50

Budgeted for Current FY: X Yes ___ No

BID INFORMATION

Bid Duration: _____ **Project Duration:** _____

Engineer of Record: _____

Pre-Bid Meeting: ___ No X Yes ___ Mandatory X Non-Mandatory

Scope of Work Provided By: _____ **Contract Extensions:** ___ No ___ Yes

Project Manager: _____

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: _____ **Senior Accountant:** Suzanne Doughty

City Treasurer: Kimberly Creech **Mayor:** Sherry Sullivan

PRF Bypass Pumps 12 Concrete Pads

Final Audit Report 2025-07-28

Created:	2025-07-25
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANwXlEfgf5EBWy_FFz0XGS7thtXiMKQvN

"PRF Bypass Pumps 12 Concrete Pads" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2025-07-25 - 1:14:27 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2025-07-25 - 1:15:01 PM GMT

Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2025-07-25 - 1:21:35 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2025-07-25 - 1:25:39 PM GMT - Time Source: server

Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2025-07-25 - 1:25:41 PM GMT

Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2025-07-25 - 4:41:12 PM GMT

Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2025-07-25 - 4:42:10 PM GMT - Time Source: server

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2025-07-25 - 4:42:12 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2025-07-28 - 2:06:30 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2025-07-28 - 2:07:08 PM GMT - Time Source: server

Agreement completed.
2025-07-28 - 2:07:08 PM GMT

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-731

FROM:	Daryl Morefield, WATER SUPERINTENDENT Noel Berry, Utilities Engineer
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, and the City Utilities Engineer, Noel Berry, are requesting to procure 5,460 linear feet of 12” Ductile Iron Pipe Class 350 and 100 linear feet of 8” Ductile Iron Pipe Class 350 for a water line upgrade.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-026-2026-WAT-002 Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement to Ferguson Waterworks for a not-to-exceed amount of $297,978.80.

BACKGROUND INFORMATION:

A service bid was issued on February 18, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. Three (3) responsive bids and one (1) non-responsive bid were received at the bid opening on March 10, 2026 at 2:00 p.m.

The City Utilities Engineer recommends the award be made to Ferguson Waterworks. Their low bid price was as follows:

1. 8" Pressure Class 350 DI; Qty: 100 LF: Unit Price $35.21 each; Total Cost: $3,521.00
2. 12" Pressure Class 350 DI: Qty: 5,460 LF: Unit Price $53.93 each; Total Cost: $294,457.80

Ferguson Waterworks' total low bid response price is Two Hundred Ninety-Seven Thousand Nine Hundred Seventy-Eight Dollars and Eighty Cents ($297,978.80).

Previous Council Action:

January 26, 2026 - Resolution No. 5711-26 - That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Cost Sharing Agreement for Water Main Upgrade along County Road 32 between Forestar (USA) Real Estate Group, Inc. and the City of Fairhope which shall include the upgrade, replacement, and extension of the existing

water main line approximately 5,167 feet from County Road 33 to the Forestar Property.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004010-59500 Line 60	Water - Distribution Sys Improvements	$297,978.80	$297,978.80	$0.00

Project No.: 2026WAT002 | Project Expense String: 2026WAT002-CONS
Total FY2026 Project Budget of $1,500,000.00 (includes procurement of materials and installation costs).

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 did request, receive, and open bids for (Bid No. 26-026-2026-WAT-002) Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement for the City of Fairhope Water/Wastewater Department.

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

Please see attached Bid Tabulation for
Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement

[3] After evaluating bid proposals with required bid specifications the City Utilities Engineer recommends the award be made to Ferguson Waterworks with a bid proposal not-to-exceed $297,978.80.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid 26-026-2026-WAT-002 Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement
Opened March 10, 2026 at 2:00 P.M.

				Consolidated Pipe & Supply Co., Inc.		Core & Main, LP		Ferguson Waterworks		Empire Pipe and Supply, Inc.	
			Bid Documents Signed / Notarized (Y/N)	Y / N		Y / Y		Y / Y		Non-Responsive	
			Bid Bond (Y/N)	Y		Y		Y			
PAY ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	100	LF	8" Pressure Class 350 DI (Materials, Shipping & Handling Only)	$35.25	$3,525.00	$34.55	$3,455.00	$35.21	$3,521.00		
2	5,460	LF	12" Pressure Class 350 DI (Materials, Shipping & Handling Only)	$54.47	$297,406.20	$57.90	$316,134.00	$53.93	$294,457.80		
			Total Base Bid:		$300,931.20		$319,589.00		**$297,978.80**		

Recommendation:

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

Signature
Noel Berry, P.E., Utilities Engineer

Signature
Erin Wolfe, Purchasing Manager

CITY OF FAIRHOPE

INVITATION TO BID

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. Tuesday, March 10, 2026, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 26-026-2026-WAT-002
Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement
Fairhope Public Utilities
Project No. 2026-WAT 002

The City of Fairhope is requesting responses from material providers to provide 5,460 linear feet of 12" Ductile Iron Pipe Class 350 and 100 linear feet of 8" Ductile Iron Pipe Class 350 for a water line upgrade.

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

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Friday, February 27, 2026, at 11:00 A.M. or will be forever waived.

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

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

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

INVITATION TO BID
NO. 26-026-2026-WAT-002
DUCTILE IRON PIPE FOR
CR-32 LONE OAK FARMS
COST SHARING AGREEMENT

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

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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.:** **26-026-2026-WAT-002**
NAME: **Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement**

1.02 **SUMMARY**

The City of Fairhope is requesting responses from material providers to provide 5,460 linear feet of 12" Ductile Iron Pipe Class 350 and 100 linear feet of 8" Ductile Iron Pipe Class 350 for a water line upgrade.

1.03 **BID DEADLINE**

Bids will be received until 2:**00 P.M. Tuesday, March 10, 2026,** 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 Friday, February 27, 2026, 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.

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

1.07 **BID SECURITY**

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

1.08 **PERFORMANCE ASSURANCE AND INSURANCE**

Not Applicable

1.09 DURATION OF OFFER

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

1.10 EQUAL OPPORTUNITY

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

1.11 BID SUBMISSION AND PREPARATION

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

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

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

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

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

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

1.12 BID INELIGIBILITY

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

1.13 CONTRACT TIME

The BIDDER agrees to provide provide 5,460 linear feet of 12" Ductile Iron Pipe Class 350 and 100 linear feet of 8" Ductile Iron Pipe Class 350 for a water line upgrade as described in the project Scope of Work. It is expected that the winning bidder can provide all materials within thirty (30) calendar days, no exceptions for holidays following a fifteen (15) day Notice to Proceed Period.

1.14 **INQUIRIES/ADDENDA**

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

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Friday, February 27, 2026, 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.

END OF INVITATION AND INSTRUCTIONS TO BIDDERS

ITEM II
MATERIALS DESCRIPTION

Bid Number 26-026-2026-WAT-0025

Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement

Scope of Work

The City of Fairhope is requesting responses from material providers to provide 5,460 linear feet of 12" Ductile Iron Class 350 and 100 linear feet of 8" Class 350 ductile iron for a water line upgrade on CR-32.

The piping shall be delivered by the provider to a location specified by the Forestar Real Estate Group in the general vicinity of CR-32 between AL-181 and CR-33.

Contract Time

Contract time shall be Thirty (30) Calendar Days from the Notice to Proceed Date.

Liquidated Damages

Should the contractor fail to complete the work within the contract time, an amount of $200.00 (two hundred dollars and zero cents) per calendar day shall be deducted from the amount due to the contractor. Any request for adjustment of the contract time shall be submitted by the contractor to the City of Fairhope Utility Engineer.

Supplemental Specifications

Ductile Iron Pipe

1) Ductile iron pipe shall be centrifugally cast, meeting all requirements of AWWA Standards C104, C150 and C151 for Class 350 pipe of the sizes required. Push-on joints shall meet the requirements of AWWA C111. The interior of the pipe shall be cement-mortar lined, meeting or exceeding the AWWA C104 Standard. The exterior of the pipe shall be furnished with a 1 mil thick asphaltic coating, meeting or exceeding the AWWA C151 Standard. The pressure rating, metal thickness, net weight of pipe without lining, length of pipe, name of manufacturer and letters "DI" shall be clearly marked on each length of pipe.
2) Piping shall be inspected upon delivery by Forestar Real Estate Group or its representative. Piping that is damaged or does not conform to contract specifications shall be replaced with pipe that is undamaged and conforms to contract specifications at no additional cost to the City of Fairhope or Forestar Real Estate Group.
3) Delivery of the pipe shall be coordinated with the Forestar Real Estate Group. The Forestar Real Estate Group will specify the time and location of the delivery.

ITEM III
BID RESPONSE FORM

Date: 02 / 27 / 2026

Bid No: **26-026-2026-WAT-002** **Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement**

Bids Due: Tuesday, March 10, 2026, 2:00 P.M.

PAY ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	100	LF	8" Pressure Class 350 DI (Materials, Shipping & Handling Only)	$35.21 PER FT	$3,521.00
2	5,460	LF	12" Pressure Class 350 DI (Materials, Shipping & Handling Only)	$53.93 PER FT	$294,457.80
				Total Base Bid	$297,978.80

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

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 27th day of February, 2026.

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 Ferguson Waterworks

State of Incorporation _____

Company Representative Cameron Gates
(**PRINT** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Company Representative _____
(**SIGNATURE** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Address 30065 AL-59 LOXLEY, ALABAMA 36551

_____

_____

Phone Number (251) 964-8330 Fax Number( ) _____

E-mail address cameron.bosarge@ferguson.com 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 Cameron Gates, as respectively, of Ferguson Waterworks, 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 16th day of March, 2026.

MELISSA LAWRENCE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUN. 06, 2026

NOTARY PUBLIC Melissa Lawrence

MY COMMISSION EXPIRES 06/06/2026

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):

_____
Doing-Business-As Name of CONTRACTOR:

_____
Principal Office Address:

_____

_____

_____

LOCAL Telephone Number: _____ Toll- Free_____

LOCAL Fax Number: _____

Email address: _____
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 VI

City of Fairhope
CONTRACT

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

Bid Number/Name

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The CONTRACT consists of all the items contained within this CONTRACT, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.

2. The CONTRACTOR shall perform all the WORK described herein.

3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number (DAYS) days of the date specified in the *Notice to Proceed* (NTP) to be issued to the **CONTRACTOR** by the **OWNER,** or its authorized representative. The work shall be completed, subject to authorized adjustments, within (DAYS) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of (DOLLARS) per working day.

4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____DOLLARS ($). This represents a LUMP SUM payment for performance of the **WORK**, which payment shall be issued after the Contract is fully performed and the **OWNER** has inspected the **WORK**.

5. **General Conditions**
   a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.

   b. **Notification and Accident Reports:** In the event of accidents of any kind, the **CONTRACTOR** shall notify the **OWNER** immediately and furnish, without delay, copies of all such accident reports to the **OWNER.** If in the performance of their Work, the **CONTRACTOR** fails to immediately report an accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine

SAMPLE

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

6. **Termination of Agreement**
    a. Termination for Default: Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
        i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.

        ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.

        iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.

    b. Termination for Convenience: The OWNER has the absolute right to terminate the Agreement upon "Award of Contract" another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

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

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

SAMPLE

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

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

9. **Insurance Requirements**
   See **ATTACHMENT B**

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

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

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

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

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

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

SAMPLE

16. **Extra Work and Associated Costs**
    a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.

    b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

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

18. **Scope of Work**
    See **ATTACHMENT B**

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

20. **Miscellaneous Provisions**
    a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.

    b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.

    c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.

    d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.

    e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.

    f. This CONTRACT is considered a non-exclusive Agreement between the parties.

    g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

    h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

SAMPLE

i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.

j. This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

_____ ATTEST: _____
Sherry Sullivan, Mayor **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
COUNTY OF BALDWIN _____ }

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

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SAMPLE

IF INDIVIDUAL OR PARTNERSHIP

Individual or Partnership

Print Name of Partner

Print Name of Representative Authorized to Sign Contracts for the firm

Print Name of Partner

Signature of Representative Authorized to Sign Contracts for the firm

Print Name of Partner

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

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

IF CORPORATION OR LLC

Company

State of Incorporation

Company Representative

Print Name of Representative Authorized to Sign Contracts for the firm

Signature of Representative Authorized to Sign Contracts for the firm

Address

Address

City, State, Zip Code

SAMPLE

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

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

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____}

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

_____ respectively of _____
Title Company Name

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

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

NOTARY PUBLIC_____

MY COMMISSION EXPIRES _____

SAMPLE

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 waiver 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 advice 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-DESCRIMINATION

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. 26-026-2026-WAT-002
Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement
Fairhope Public Utilities
Project No. 2026-WAT 002

Bid Name:	**Bid 26-026-2026-WAT-002 Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement**
Issue Date:	February 18, 2026
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Insurance and Instructions to Vendors
Deadline for Questions Date:	Friday, February 27, 2026, 11:00 A.M.
Bid Due Date:	Tuesday, March 10, 2026, 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

ITEM X

BID BOND

The PRINCIPAL (Bidder's name and address) Ferguson Waterworks

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. 26-026-2026-WAT-002
PROJECT NAME: DUCTILE IRON PIPE FOR CR-32 LONE OAK FARMS COST SHARING AGREEMENT

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 OBIGATION 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 _____ day of _____, 202____.

_____
(Principal (Company)

ATTEST
_____ By_____

_____
Print Name and Title

SURETY
ATTEST

_____
Surety Company

_____ By_____

_____
Print Name and Title

CORPORATION

_____
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____
_____

email_____ phone_____

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

_____
(Position or Title)

_____
(General Contractor's License Number)

_____
Foreign Corporation Entity Id (Required of out-of-state-vendors)

Attest:

_____
(Secretary)

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

_____
(Name of Surety)

BY: _____
(Attorney in Fact)

Telephone: +1 860-241-4445
Website: wtwco.com
E-mail: doritza.mojica@wtwco.com

March 4, 2026

Ferguson Enterprises, LLC
Attn: Penny Meyers
751 Lakefront Commons
NEWPORT NEWS, VA 23606

RE: Obligee: City of Fairhope
Bid Bond for: Bid Number 26-026-2026-WAT-002 Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement
Bid Date: 03/10/2026
Requested by: Penny Meyers ; Branch #1715 ; Following execution at HQ, please send to: Cameron Bosarge

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Doritza Mojica

Willis Towers Watson Northeast, Inc.
10 State House Square, Floor 11
Hartford, CT 06103

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

AIA Document A310™ - 2010 Bid Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR
(Name, legal status and address):
Ferguson Enterprises, LLC dba Ferguson Waterworks
30065 State Highway 59
Loxley, AL 36551

OWNER
(Name, legal status and address):
City of Fairhope
PO Box 429
Fairhope, AL 36533

BOND AMOUNT
$10,000.00 Ten Thousand Dollars and 00/100

SURETY
(Name, legal status and principal place of business):
Federal Insurance Company
202B Halls Mill Rd., PO Box 1650
Whitehouse Station, NJ 08889-1650

PROJECT
(Name, location or address, and Project number, if any)
Bid Number 26-026-2026-WAT-002 Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of March, 2026

(Witness) Penny Meyers

Ferguson Enterprises, LLC dba Ferguson Waterworks
(Principal)

By:

(Title) Shaun McElhannon
VP, Treasurer

(Corporate Seal)

Federal Insurance Company

By:

(Witness) Trini Otero

(Attorney-in-Fact) Doritza Mojica

(Corporate Seal)

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A310™ - 2010.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Doritza Mojica

Surety Bond No. Bid Bond

Obligee: City of Fairhope

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2025.

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 25th day of June, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Stacy J Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175208
COMMISSION EXPIRES OCT 15, 2026

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 10, 2026.

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Combined FED-VIG-PI-WFIC-AAIC (rev 11-19)

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2024

(In thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash, Cash Equivalents, and ST Investments	$ (355,746)	Outstanding Losses and Loss Expenses	$ 10,612,093
United States Government, State and Municipal Bonds	3,847,216	Reinsurance Payable on Losses and Expenses	1,730,804
Other Bonds	9,063,826	Unearned Premiums	3,117,855
Stocks	361,564	Ceded Reinsurance Premiums Payable	417,703
Other Invested Assets	1,562,503	Other Liabilities	583,379
TOTAL INVESTMENTS	14,479,183	TOTAL LIABILITIES	16,461,834
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	444,946	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	392,348	Unassigned Funds	2,245,956
Chubb National Ins. Co.	204,099		
Chubb Indemnity Ins. Co.	185,760	SURPLUS TO POLICYHOLDERS	4,978,410
Chubb Ins. Co. of New Jersey	41,523		
Chubb Lloyds Ins. Co. of Texas	6,140		
Other Affiliates	71,980		
Premiums Receivable	2,574,791		
Other Assets	3,039,474		
TOTAL ADMITTED ASSETS	$ 21,440,244	TOTAL LIABILITIES AND SURPLUS	$ 21,440,244

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2024, investments with a carrying value of $569,829,993 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2024.

Sworn before me this March 20 2025

Senior Vice President

Notary Public

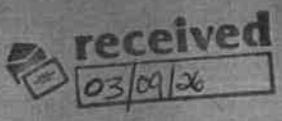
August 8, 2027
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2027
Commission number 1235745
Member, Pennsylvania Association of Notaries

FERGUSON®
Waterworks

30065 State Hwy 59
Loxley, AL 36551

BID NUMBER: 26-026-2026-WAT-002
DUCTILE IRON PIPE FOR CR-32
LONE OAK FARMS COST SHARING AGREEMENT
555 SOUTH SECTION ST. FAIRHOPE AL 36532



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Daryl Morefield **Department:** Water

Project Name: CR 32 water main upgrade

Project Description: City to provide a portion of 12" pipe for contractor to install for water main upgrade.

Project Category: X Bid ___ Professional Service ___ Other: _____

Budget Amount: $1,500,000.00 **Budget Code:** 004010-59500 Line 60

Budgeted for Current FY: X Yes ___ No Project: 2026-WAT 002

BID INFORMATION

Bid Duration: _____ **Project Duration:** _____

Engineer of Record: _____

Pre-Bid Meeting: ___ No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: _____ **Contract Extensions:** ___ No ___ Yes

Project Manager: _____

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: _____ **Senior Accountant:** Suzanne Doughty 01/06/26

City Treasurer: Kimberly Creech **Mayor:** Sherry Sullivan

PRF - CR 32 12inch Water Main Upgrade - Correct

Final Audit Report 2026-01-07

Created:	2026-01-06
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsFbny0DXaLvORDgB8M6SOTkXRJRgLvtF

"PRF - CR 32 12inch Water Main Upgrade - Correct" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-01-06 - 5:25:02 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-01-06 - 5:25:28 PM GMT

Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-01-06 - 5:40:37 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-01-06 - 5:40:51 PM GMT - Time Source: server

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2026-01-06 - 5:40:53 PM GMT

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2026-01-06 - 10:58:39 PM GMT

Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-01-06 - 11:00:03 PM GMT - Time Source: server

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-01-06 - 11:00:05 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-01-07 - 6:40:21 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-01-07 - 6:41:08 PM GMT - Time Source: server

Agreement completed.

2026-01-07 - 6:41:08 PM GMT

Adobe Acrobat Sign

RESOLUTION NO. 5711-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Cost Sharing Agreement for Water Main Upgrade along County Road 32 between Forestar (USA) Real Estate Group, Inc. and the City of Fairhope which shall include the upgrade, replacement, and extension of the existing water main line approximately 5,167 feet from County Road 33 to the Forestar Property.

Adopted on this 26th day of January, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

COST SHARING AGREEMENT FOR WATER MAIN UPGRADE

This **COST SHARING AGREEMENT FOR WATER MAIN UPGRADE** ("**Agreement**") is made effective January 27, 2026 ("**Effective Date**"), by and between **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("**Forestar**") and **CITY OF FAIRHOPE**, a municipal corporation ("**Fairhope**") (Forestar and Fairhope are hereinafter sometimes collectively referred to as the "**Parties**" and individually as a "**Party**").

A. Forestar is under contract to purchase that certain real property located Baldwin County, Alabama, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Forestar Property**"). Forestar intends to develop the Forestar Property into a residential subdivision if and when it acquires the same (the "**Project**").

B. The proposed development of the Project will require certain offsite roadway improvements along County Road 32 (the "**Roadway Improvements**").

C. As a part of the Roadway Improvements, the existing water main line running in and along the right-of-way of County Road 32 will need to be upgraded, replaced and extended in order to provide service to the Forestar Property and Project (collectively, the "**Water Main Upgrade**"). For the avoidance of doubt, the Water Main Upgrade, as used herein this Agreement, shall include the upgrade, replacement and extension of the existing water main line approximately 5,167 feet from County Road 33 to the Forestar Property as more particularly depicted on **Exhibit B** attached hereto and made a part hereof.

D. Forestar shall cause its contractor to undertake the construction of the Water Main Upgrade pursuant to and in accordance with those certain plans set forth in **Exhibit C** attached hereto and incorporated herein by this reference (the "**Plans**"), a copy of which has been delivered to Fairhope.

E. Fairhope has agreed to procure and supply, in accordance with this Agreement, all of the 12" and 8" ductile iron pipe required in connection with the Water Main Upgrade in accordance with the specifications set forth in **Exhibit D** attached hereto (the "**Specifications**") and incorporated herein by this reference (collectively, the "**Pipe**") and in accordance with the delivery schedule attached hereto as **Exhibit E** (the "**Delivery Schedule**").

F. The Parties recognize and agree that the Water Main Upgrade shall be mutually beneficial and that it is the best interest of both Partes to cooperate and share in the engagement and expense of certain components of the Water Main Upgrade.

G. The Parties acknowledge and agree that Forestar has not yet acquired the Forestar Property and that the Parties' obligations hereunder are wholly contingent upon Forestar's consummation and closing on the Forestar Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which the undersigned expressly acknowledge and agree, the undersigned agree as follows:

1. Notice of Acquisition, Fairhope Procurement, Cost and Delivery.

(a) Forestar agrees to provide written notice to Fairhope upon Forestar's closing and acquisition of the Forestar Property (the "**Closing**"), which is expected to occur on or before January 6, 2026. Forestar acknowledges and agrees that Fairhope shall have no obligations under this Agreement unless and until the occurrence of the Closing.

(b) Subject to the occurrence of the Closing, Fairhope agrees to procure, supply and deliver the Pipe in accordance with this Agreement, at its sole cost, expense and liability. Fairhope agrees to promptly order the Pipe upon notice of the occurrence of the Closing from Forestar and to use its best efforts to order and procure the Pipe with the proper lead time required in order to deliver the Pipe to the Forestar Property in accordance with the Delivery Schedule. However, after placement of the Pipe order by Fairhope, Forestar or its general contractor, shall be primarily responsible for scheduling and coordinating delivery of the Pipe to the Forestar Property. Without limiting the foregoing, in connection with the delivery of the Pipe to the Forestar Property, the Parties further agree to jointly communicate and coordinate with one another, including, without limitation, coordination and communication with Forestar's general contractor undertaking the work for the Water Main Upgrade, so as to assist in the efficient delivery and incorporation of the Pipe into the Water Main Upgrade. The Parties acknowledge and agree that Fairhope shall have no responsibility for or obligation to construct and install any of the Pipe.

(c) Fairhope shall at all times bear all risk of loss and damage to the Pipe until such time as the Pipe has been delivered to the Forestar Property. Fairhope shall further pay and be solely responsible for all costs and expenses incurred in connection with the acquisition of the Pipe and the delivery thereof.

(d) Forestar or its general contractor, shall inspect the Pipe upon receipt and either accept, or, only if such Pipe fails to conform to the Specifications or materially exceeds the quantity of Pipe included in the Specifications ("Nonconforming Pipe"), reject such Pipe by written notice to Fairhope specifying the nonconformity in reasonable detail. If Forestar does not reject the pipe in writing within 36 hours, it will be deemed to have accepted the Pipe.

(e) Any and all manufacturer's warranties provided in connection with the Pipe shall be provided to and/or assigned to Forestar upon delivery to the Forestar Property.

2. Forestar Obligations. Contingent upon the occurrence of the Closing, Forestar shall be responsible for the installation and construction of the Pipe (after acceptance from Fairhope) for the Water Main Upgrade, in accordance with the Plans, at its sole cost and expense. Without limiting the foregoing, in connection with the Water Main Upgrade, Forestar acknowledges and agrees that Forestar will be solely responsible for obtaining, at Forestar's sole cost and expense, any and all hydrants, valves and fittings required by and in accordance with the Plans. Fairhope acknowledges and agrees that Forestar shall have no obligations under this Agreement unless and until the occurrence of the Closing.

3. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective if delivered to the recipient's address stated below by: (i) personal delivery; (ii) certified United States Mail, return receipt requested; (iii) FedEx or comparable guaranteed next business day delivery service; or (iv) electronic mail. If a notice cannot be delivered because the intended recipient changed its address without at least ten (10) days prior notice to the other Party, then the notice that could not be delivered will be deemed refused by the intended recipient. Any Party may change its address for notice on ten (10) days advance written notice to the other Party. All notices

required to be delivered to more than one Party shall be delivered on the same calendar day by the same medium. Notices shall be deemed to be given upon personal delivery or delivery via electronic mail, or two business days after deposited with the United States mail service, or the following business day if deposited with an overnight delivery service. Any required notice shorter than 10 days shall be delivered via email or by hand delivery within the time set forth in the agreement.

Fairhope: City of Fairhope
Attn: Lisa A. Hanks, MMC
City Clerk
P.O. Drawer 429
Fairhope, AL 36533

Forestar: Forestar (USA) Real Estate Group Inc.
Attn: Mark Schlauder
22000 Town Center Ave., Suite 100
Spanish Fort, AL 35527
Phone: (251) 263-1660
Email: markschlauder@forestar.com

with copies to: Forestar (USA) Real Estate Group Inc.
Attn: David Murphy
3330 Cumberland Blvd SE, Suite 275
Atlanta, Georgia 30339
Phone: (470) 330-1589
Email: DavidMurphy@forestar.com

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement shall not be assigned by any Party, except in whole (including the assumption in writing of all obligations hereunder) without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

5. Amendments and Modifications. Neither this Agreement nor any provision hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by all of the Parties hereto such instrument in writing not to be unreasonably withheld or delayed by any Party.

6. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties pertaining to the subject matter hereof and shall supersede all prior agreements and all other understandings, negotiations and discussions, whether oral or written, of the Parties, and there shall be no warranties, representations or other agreements among the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

7. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one (1) and the same instrument. Faxed, scanned, or electronic copies of any party's executed signature page hereof shall be effective as an original.

9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF. ANY LITIGATION MATTERS RELATED THIS AGREEMENT OR OTHER CAUSES OF ACTION ARISING FROM THIS AGREEMENT SHALL BE HEARD ONLY IN THE CIRCUIT OF BALDWIN COUNTY, ALABAMA OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ALABAMA.

10. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their successors and assigns permitted under this Agreement. Except as otherwise specifically provided herein, no provision of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or right.

11. Interpretation. Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

12. Severability. If any article, section, subsection, term or provision of this Agreement or the application of the same to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement or the application of the same to the Parties or circumstances other than those to which it is held invalid or enforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent as permitted by applicable laws.

13. Relation of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or contractor/subcontractor.

14. Time. Time set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence. With the exception of the delivery and inspection period set forth herein, in the event the date specified or computed under this Agreement or for the performance, delivery, completion or observation of a covenant, agreement, obligation or notice by any Party hereto or for the occurrence of any event provided for herein shall fall on a Saturday, Sunday or federal holiday, then the date for such performance, delivery, completion, observation or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or federal holiday.

[Signature Pages Follow]

The undersigned have executed this Agreement as of the Effective Date.

FAIRHOPE:

CITY OF FAIRHOPE

By: _____
Name: Sherry Sullivan
Title: Mayor

FORESTAR:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: _____
Mark Schlauder (Feb 3, 2026 13:32:11 CST)
Name: Mark Schlauder
Title: Division President

Exhibit A

(Forestar Property)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST MARKED BY A COTTON SPINDLE IN THE CENTER OF THE INTERSECTION OF COUNTY ROAD 32 AND PIERCE STREET; THENCE SOUTH 89°37'55" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 00°04'38" WEST A DISTANCE OF 42.38 FEET TO A POINT AT THE INTERSECTION OF THE NORTH MARGIN OF SAID COUNTY ROAD 32 AND THE EAST MARGIN OF SAID PIERCE STREET, MARKED BY A CAPPED IRON ROD (REBAR) AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID EAST MARGIN NORTH 00°04'38" WEST A DISTANCE OF 2,633.94 FEET TO A POINT MARKED BY A MASONRY NAIL IN THE ASPHALT (PK NAIL); THENCE DEPARTING SAID EAST MARGIN SOUTH 89°28'39" EAST A DISTANCE OF 1,314.11 FEET TO A POINT MARKED BY AN IRON ROD (REBAR); THENCE SOUTH 00°15'09" WEST A DISTANCE OF 1,330.47 FEET TO A POINT MARKED BY AN OPEN TOP PIPE; THENCE NORTH 89°58'02" WEST A DISTANCE OF 662.05 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 00°04'38" EAST A DISTANCE OF 1,296.01 FEET TO A POINT ON THE AFORESAID NORTH MARGIN MARKED BY A CAPPED IRON ROD (REBAR); THENCE ALONG SAID NORTH MARGIN NORTH 89°37'55" WEST A DISTANCE OF 205.95 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE DEPARTING SAID NORTH MARGIN NORTH 00°20'36" EAST A DISTANCE OF 279.91 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 89°36'02" WEST A DISTANCE OF 249.96 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE SOUTH 00°21'13" WEST A DISTANCE OF 280.05 FEET TO A POINT ON THE ON SAID NORTH MARGIN MARKED BY A CAPPED IRON ROD (REBAR); THENCE ALONG SAID NORTH MARGIN NORTH 89°37'55" WEST A DISTANCE OF 188.40 FEET TO THE POINT OF BEGINNING.

Exhibit B

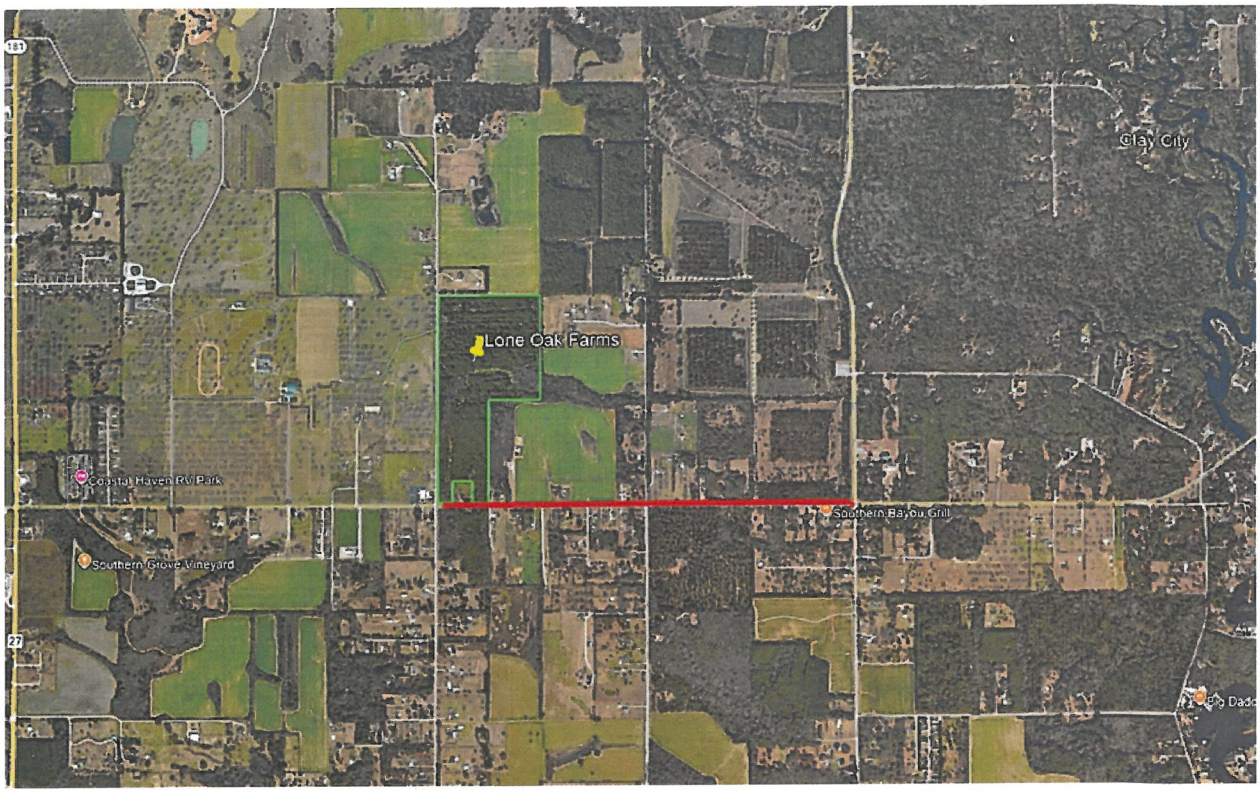

Clay City
Lone Oak Farms
Coastal Haven Rv Park
Southern Bayou Grill
Southern Grove Vineyard

Exhibit C

(Plans)

Lone Oak Farms – CR 32 Turn lane Widening plans, Job. No. 24-1946.20, dated December 2025, prepared by Jinright & Associates Development Engineers.

Exhibit D[1]

12" D.I. CL 350 WATER PIPE (641-A)	5,458 linear feet
8" D.I. CL 350 WATER PIPE (641-A)	97 linear feet

[1] Note: Forestar to provide engineered specifications, quantities, etc.

Exhibit E

(Delivery Schedule)

Pipe Delivery to Forestar Property TBD.

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-757

FROM:	Wes Boyett, GAS SUPERINTENDENT
SUBJECT:	The Superintendent of Gas Department, Wes Boyett, and the Gas Compliance & Safety Coordinator, Lewis Jones, are requesting approval for a contract amendment for RFQ PS24-023 Professional Consulting Services for Natural Gas Pipeline Distribution Compliance Three (3) Year Contract to add two (2) additional user licenses to the existing PipeSuite Basic subscription. Authorize Treasurer to transfer $31,860.00 from 002-59500 (System Improvements) to 002-50290 (Gas Professional Services) for the remaining 6 months expense in the FY2026 Budget.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve Contract Amendment No. 1 for RFQ PS24-023 Professional Consulting Services for Natural Gas Pipeline Distribution Compliance Three (3) Year Contract to add 2 additional user licenses to the existing PipeSuite Basic Subscription. The not-to-exceed cost is $480.00, and total contract price will be not-to-exceed $63,720.00. Authorize Treasurer to transfer $31,860.00 from 002-59500 (System Improvements) to 002-50290 (Gas Professional Services) for the remaining 6 months expense in the FY2026 Budget.

BACKGROUND INFORMATION:

The Superintendent of Gas Department and the Gas Department Compliance Manager & Safety Coordinator have requested the hiring of a professional consultant firm to perform compliance services for the Natural Gas Department in compliance with state and federal regulatory requirements. The consulting services will meet the requirements of 40 CFR Part 192 and be customized to meet DOT/PHMSA regulatory compliance.

The Contract Amendment No. 2 will add two (2) additional user licenses to the existing PipeSuite Basic subscription for the additional monthly cost of Thirty Dollars ($30.00) for the remaining sixteen (16) months of the contract. The total cost of the contract will increase by Four Hundred Eighty Dollars ($480.00). The new total contract cost will not-to-exceed Sixty-Three Thousand Seven Hundred Twenty Dollars ($63,720.00).

Previous Actions:

Resolution No. 5076-24 Approved Mayor's selection of PipeSuite, A Division of Payne

Management, Inc. Approved by Council May 28, 2024.
Resolution No. 5087-24 authorized Mayor Sullivan to execute a contract with PipeSuite, A Division of Payne Management, Inc. Authorized by Council June 10, 2024.
Resolution No. 5403-25 authorized Mayor Sullivan to execute a Contract Amendment No. 1 with PipeSuite, A Division of Payne Management, Inc. for Professional Consulting Services (RFQ PS24-023) with a not-to-exceed amount of $10,080.00. The new contract total will be $63,240.00.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
002-50290	Gas - Professional Services	$0.00	$31,860.00	($31,860.00)
002-59500-80	Gas - System Improvements	$31,860.00	$0.00	$31,860.00

Authorize Treasurer to transfer $31,860.00 from 002-59500 (System Improvements) to 002-50290 (Gas Professional Services) for the remaining 6 months expense in the FY2026 Budget. Additional expense for annual remaining contract cost to be included in FY2027 budget.

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 Mayor Sherry Sullivan is hereby authorized to execute a Contract Amendment No. 2 with PipeSuite, A Division of Payne Management, Inc. for Professional Consulting Services (RFQ PS24-023) with a not-to-exceed amount of $480.00. The new contract total will be $63,720.00. Authorize Treasurer to transfer $31,860.00 from 002-59500 (System Improvements) to 002-50290 (Gas Professional Services) for the remaining 6 months expense in the FY2026 Budget.

DULY ADOPTED THIS 23RD DAY OF MARCH 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Software Seat Addendum

Subject: Software Seat Addendum for Fairhope Public Utilities

This addendum is in reference to the Pipeline Services Agreement between PipeSuite and Fairhope Public Utilities, effective as of June 10, 2024, and amended on March 28, 2025.

Purpose: This document formalizes the addition of **two (2)** new user seats to your existing PipeSuite software subscription for the following module(s)/bundle(s):

- **PipeSuite Basic (Legacy)**

Pricing: Your current total monthly fee is $4,650. With the addition of 2 user seats priced at $15/user seat/month, your total monthly fee for all services will be updated to **$4,680**.

Billing: This new annual fee will be reflected in your next invoice and will be billed according to your established payment schedule (e.g., monthly, quarterly, or annually).

Agreement: By signing below, Fairhope Public Utilities agrees to the terms and pricing outlined in this addendum. All other terms and conditions of the original Pipeline Services Agreement remain in full effect.

PipeSuite

By: _____

Name: _____

Title: _____

Date: _____

Fairhope Public Utilities

By: _____

Name: _____

Title: _____

Date: _____

City of Fairhope

Contract Amendment No. 2
RFQ PS24-023
Professional Consulting Services
For Natural Gas Pipeline Distribution Compliance
Three (3) Year Contract

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 2026 for the purpose of increasing the contract for **RFQ PS24-023 Professional Consulting Services for Natural Gas Pipeline Distribution Compliance Three (3) Year Contract** dated July 22, 2024 ("Original Contract") between the **City of Fairhope** and **PipeSuite, A Division of Payne Management, Inc.** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
   The Original Contract was awarded for a not-to-exceed annual amount of Fifty-Three Thousand One Hundred Sixty Dollars ($53,160.00)

2. The Parties agreed to amend the Original Contract with Contract Amendment No. 1 on April 9, 2025 to add twenty-four (24) additional user licenses to the existing PipeSuite Basic subscription for the additional monthly cost of Three Hundred Sixty Dollars ($360.00) for twenty-eight (28) months, or addition of Ten Thousand Eighty Dollars ($10,080.00) to the contract.

3. The Parties agreed to amend the Original Contract to add two (2) additional user licenses to the existing PipeSuite Basic subscription for the additional monthly cost of Fifteen Dollars ($15.00) each, or Thirty Dollars ($30.00) per month. The new monthly cost will be Four Thousand Six Hundred Eighty Dollars ($4,680.00).

4. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract and Contract Amendment No. 1, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract will be increased Four Hundred Eighty Dollars ($480.00). The total cost of the contract shall be not-to-exceed Sixty-Three Thousand Seven Hundred Twenty Dollars ($63,720.00).

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

THE CITY OF FAIRHOPE, ALABAMA

_____	_____
By: Sherry Sullivan, Mayor	**By: Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

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

Given under my hand and Notary Seal on this _____ day of _____, 2026

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

_____
Name of Corporation, Partnership, or Joint Venture

By: _____ _____
Signature of Officer Authorized to Sign Bids and Contracts for the Firm — Position or Title

_____
Email Address

_____
Business Mailing Address

_____
City, State, Zip Code

_____ _____
General Contractor's License Number — Foreign Corporation Entity ID (Required of out-of-state vendors)

NOTARY

STATE OF _____}

COUNTY OF _____}

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

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

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 2026.

Notary Public _____

My Commission Expires _____

RESOLUTION NO. 5076-24

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

[1] That the City Council approves the selection by Mayor Sherry Sullivan for Professional Consulting Services for (RFQ PS24-023) for Natural Gas Pipeline Distribution Compliance to PipeSuite, a Division of Payne Management, Inc.; and authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 28TH DAY OF MAY, 2024

Jack Burrell, Council President Pro Tempore

Attest:

Jenny Opal Wilson, CMC
Assistant City Clerk

RESOLUTION NO. 5087-24

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 PipeSuite, a Division of Payne Management, Inc. for Professional Consulting Services for Natural Gas Pipeline Distribution Compliance (RFQ PS24-023) with a not-to-exceed amount of $53,160.00 annually.

DULY ADOPTED THIS 10TH DAY OF JUNE, 2024

Corey Martin, Council President

Attest:

Jenny Opal Wilson, CMC
Assistant City Clerk

RESOLUTION NO. 5403-25

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract Amendment No. 1 with PipeSuite, A Division of Payne Management, Inc. for Professional Consulting Services (RFQ PS24-023) with a not-to-exceed amount of $10,080.00 The new contract total will be $63,240.00.

ADOPTED ON THIS 24TH DAY OF MARCH, 2025

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-736

FROM:	Kim Creech, CITY TREASURER Pat White, PARKS & RECREATION DIRECTOR
SUBJECT:	Resolution - To authorize the Treasurer to complete a FY2026 Budget transfer for the Recreation Department for Temporary Labor in the amount of $6,500.00 from 001250-50040 Salaries to 001250-50245 Temporary Labor.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

Resolution - To authorize the Treasurer to complete a FY2026 Budget transfer for the Recreation Department for Temporary Labor in the amount of $6,500.00 from 001250-50040 Salaries to 001250-50245 Temporary Labor.

BACKGROUND INFORMATION:

Pat White, Recreation Director, needs funds transferred from Recreation Department Salaries to Recreation Department Temporary Labor to utilize contract in place with Long's Human Resource Services to supplement the existing workforce for vacant positions.

Previous Council Action:
Resolution No. 5620-25, adopted by Council on October 27, 2025, approved the one-year extension of the contract with Long's Human Resource Services to supply temporary employees to supplement the existing workforce.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001250-50040	Recreation - Salaries	$6,500.00	$0.00	$6,500.00
001250-50245	Recreation - Temporary Labor	$0.00	$6,500.00	($6,500.00)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to add Recreation Department Org Code 001250 to Long's Human Resource Service Contract No. 2026016 in the amount of $6,500.00.

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, as follows:

[1] To authorize the Treasurer to complete a FY2026 Budget transfer for the Recreation Department for Temporary Labor in the amount of $6,500.00 from 001250-50040 Salaries to 001250-50245 Temporary Labor.

DULY ADPOTED ON THIS 23RD DAY OF MARCH 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-760

FROM:	Pat White, PARKS & RECREATION DIRECTOR
SUBJECT:	The Director of Parks and Recreation, Pat White, and the Golf Course Superintendent, Tomm Johnson, are requesting to procure a qualified contractor to furnish material, equipment, supplies and labor necessary to renovate eleven (11) putting greens at Quail Creek Municipal Golf Course
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-029-2026-GLF-020 Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek to Sur-Line Turf, Inc. for a not-to-exceed amount of $198,750.00.

BACKGROUND INFORMATION:

A service bid was issued on February 20, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. One (1) responsive bid was received at the bid opening on March 11, 2026 at 2:00 p.m.

The Director of Parks and Recreation and the Golf Course Superintendent recommend the award be made to Sur-Line Turf, Inc. Their low bid price for the Lump Sum Cost was One Hundred Ninety-Eight Thousand Seven Hundred Fifty Dollars ($198,750.00).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001550-50475-10	Golf Grounds - Capital Improvements	$230,000.00	$198,750.00	$31,250.00

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 did request, receive, and open bids for (Bid No. 26-029-2026-GLF-020) for Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek for the City of Fairhope Recreation Department.

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

Please see attached Bid Tabulation for
Renovation of 11 Golf Course Putting Greens at Quail Creek

[3] After evaluating bid proposals with required bid specifications the Director of Parks and Recreation and the Golf Course Superintendent recommend the award be made to Sur-Line Turf, Inc. with a bid proposal not-to-exceed $198,750.00.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid No. 26-029-2026-GFL-020 Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek Golf Course
Opened: March 11, 2026 @ 2:00 P.M.

Vendor	Sur-Line Turf, Inc.		
Bid Documents Signed/Notarized (Y/N)	Y / Y		
Bid Bond (Y/N)	Y		
Addendum Acknowledged I/II/III (Y/N)	Y / Y / Y		
Description	**Lump Sum Cost**	**Lump Sum Cost**	**Lump Sum Cost**
Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek Golf Course	$198,750.00		

Recommendation:

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

Signature

Pat White, Director of Parks & Recreation

Signature

Erin Wolfe, Procurement & Contracts Manager

ITEM III
BID RESPONSE FORM

Date: 03 / 11 / 2026

Bid No: 26-029-2026-GLF-020 Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek Golf Course

Bids Due: Wednesday, March 11, 2026 at 2:00 P.M.

Description	Lump Sum Cost
Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek Golf Course	$198,750.00

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

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
ADDENDUM 1	FEBRUARY 27, 2026	ADDENDUM 3	MARCH 10, 2026
ADDENDUM 2	MARCH 5, 2026		

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

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

Witness our hands and seals this 10TH day of MARCH, 2026.

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 SUR-LINE TURF, INC.

State of Incorporation ALABAMA

Company Representative RAYMOND HEATH
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address SUR-LINE TURF, INC.
19637 GORGAS ROAD
NORTHPORT AL 35475

Phone Number (205) 333-1776 Fax Number( ) N.A.

E-mail address SURLINE1@GMAIL.COM AL Contractor's License No. 20528

Foreign Vendor Id N.A.

BID PROPOSAL NOTARIZATION:

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned authority in and for said State and County, hereby certify that RAYMOND HEATH, as SECRETARY respectively, of SUR-LINE TURF, 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 10TH day of MARCH, 2026

LANE M. SHELTON NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 06-20-2026

NOTARY PUBLIC Lane Shelton

MY COMMISSION EXPIRES 06/29/2026

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 26-029-2026-GLF-020
Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek Golf Course

Business Organization

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

SUR-LINE TURF, INC.

Doing-Business-As Name of CONTRACTOR:

SUR-LINE TURF, INC.

Principal Office Address:

SUR-LINE TURF, INC.

19637 GORGAS ROAD

NORTHPORT AL 35475

LOCAL Telephone Number: 205-333-1776 Toll- Free N.A.
LOCAL Fax Number: N.A.
Email address: SURLINE1@GMAIL.COM
Website: WWW.SURLINETURF.COM

Form of Business Entity [check one ("X"]
Corporation X
Partnership ____
Individual ____
Joint Venture ____
Other (describe): ____

Corporation Statement
If a corporation, answer the following:
Date of incorporation: JANUARY 1991
Location of incorporation: TUSCALOOSA ALABAMA
The corporation is held: Publicly ___
Privately X

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 SURLINE1@GMAIL.COM

Phone 205-333-1776 Fax N.A.

END OF CONTRACTOR INFORMATION SECTION

References

Contractor shall provide three (3) references from the last three (3) years for which the Contractor has provided services as it relates specifically to the services outlines in this Bid. Include current telephone numbers and email addresses.

REFERENCE 1:

Name of Client/Company	DEMOPOLIS COUNTRY CLUB (2025)
Contact Person	WALKER REYNOLDS
City/State	DEMOPOLIS, AL
Phone	334-354-0012
Email Address	TWR2312@YAHOO.COM
Services Provided	RENOVATION OF 20 GREENS - INSTALLATION OF 4" UNDER DRAINAGE ADJUSTMENT OF COLLARS, APPROACHES, AND SURROUNDS. PLANT ADJUSTED AREAS WITH TIFWAY 419 SOD. PLANT GREEN SURFACES WITH TIFEAGE SPRIGS.

REFERENCE 2:

Name of Client/Company	OKATOMA GOLF CLUB (2025)
Contact Person	ANGIE LEGGETT
City/State	COLLINS, MS
Phone	601-641-0551
Email Address	OKATOMAGOLF@ATT.NET
Services Provided	RENOVATION OF 10 GREENS LASER GRID GREEN SURFACES TO MAXIMIZE PINNABLE AREA. PLANT GREEN SURFACES WITH TIFDWARF SPRIGS.

REFERENCE 3:

Name of Client/Company	WOLF HOLLOW GOLF COURSE (2025)
Contact Person	BRADLEY BOYKIN
City/State	WESSON, MS
Phone	601-466-1874
Email Address	BRADLEY.BOYKIN@COLIN.EDU
Services Provided	RENOVATION OF 10 GREENS - ADJUSTMENT OF APPROACHES LASER GRID GREEN SURFACES TO MAXIMIZE PINNABLE AREA. PLANT ADJUSTED AREAS WITH TIFWAY 419 SOD. PLANT GREEN SURFACES WITH TIFDWARF SPRIGS.

ITEM X

BID BOND

The PRINCIPAL (Bidder's name and address)
Sur-Line Turf, Inc.
19637 Gorgas Road, Northport, AL 35476
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. 26-029-2026-GLF-020
PROJECT NAME: Renovation of Eleven (11) Golf Course Putting Greens at Quail Creek Golf Course

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 OBIGATION 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 11th day of March, 2026.

Sur-Line Turf, Inc.
(Principal (Company)

ATTEST Lane Shelton By
RAYMOND HEATH SECRETARY
Print Name and Title

SURETY
ATTEST
Raven Davis, Bond/Surety CSR

Travelers Casualty and Surety Company of America
Surety Company

By
J. David Fitts, Attorney-in-Fact
Print Name and Title

CORPORATION

Sur-Line Turf, Inc.
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 19637 Gorgas Road, Northport, AL 35476

email surline1@gmail.com phone 205-333-8388 (F)/205-333-1776(O)

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

SECRETARY
(Position or Title)

20528
(General Contractor's License Number) vendors)

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

Attest: _____
(Secretary)

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

Travelers Casualty and Surety Company of America
(Name of Surety)

BY: _____
(Attorney in Fact)
J. David Fitts, Attorney-in-Fact

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **J. David Fitts** of **Tuscaloosa** **Alabama** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **March** , **2026**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Certificate of Incumbency

We, Sur-Line Turf, Inc., a company registered and existing under laws of the State of Alabama, having its principal office in the City of Northport, do hereby certify that:

1. The company was incorporated in Tuscaloosa County, State of Alabama, January 1991.
2. The directors and shareholders of the company are:

   Directors: Chad Lambert - President
   Raymond Heath - Secretary

   Shareholders: Chad Lambert 15 Shares 100 Percent

3. The above-named individuals are authorized to execute, on behalf of Sur-Line Turf, Inc., all agreements, other instruments, and amendments thereto in connection with the corporation.

Signature

CHAD LAMBERT PRESIDENT

Position

SUR-LINE TURF, INC.

Company

DECEMBER 02, 2024

Date

SL

Seal

LANE M. SHELTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
08-20-2028
ALABAMA STATE AT LARGE

Lane Shelton
12/2/2024

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20528

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SUR-LINE TURF INC

NORTHPORT, AL 35475

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

HS-S: GRADING, HS-S: LANDSCAPING, SC: GOLF COURSE

until **June 30, 2026** when this Certificate expires.

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

17th day of **June, 2025**

218390

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

SEALED BID

From: **Sur-Line Turf, Inc.**
19637 GORGAS ROAD
NORTHPORT, AL 35475
205 / 333-1776

CITY OF FAIRHOPE
PUBLIC UTILITIES BUILDING
555 SOUTH SECTION ST.
FAIRHOPE AL 36532

RECEIVED
2:11
1:41 JG

BID ITEM: RENOVATION OF ELEVEN (11) GOLF COURSE PUTTING GREENS
AT QUAIL CREEK GOLF COURSE

BID NUMBER: 26-029-2026-GLF-020

BID DATE/TIME: MARCH 11, 2026 @ 2:00 P.M.

STATE OF ALABAMA GENERAL CONTRACTOR LICENSE NO. 20528

STATE OF ALABAMA GENERAL CONTRACTOR LICENSE EXPIRATION DATE: JUNE 30, 2026

HS-S: GRADING, HS-S: LANDSCAPING, SC: GOLF COURSE

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Tomm Johnson / Pat White **Department:** P&R Golf Grounds

Project Name: Renovation of Back Nine Greens

Project Description: Renovating greens on holes 10-18 plus nursery green and chipping green (50,000 sqft)

Project Category: ___ Bid ___ Professional Service ___ Other: ____

Budget Amount: $230,000.00 **Budget Code:** 001550-50475

Budgeted for Current FY: X Yes ___ No **Project Number:** 2026-GLF 020

BID INFORMATION

Bid Duration: ____ **Project Duration:** ____

Engineer of Record: ____

Pre-Bid Meeting: ___ No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: ____ **Contract Extensions:** ___ No ___ Yes

Project Manager: Tomm Johnson

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's ____

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** ____ **Budget Code:** ____

Notes: ____

SIGNATURES

Requestor: Tomm Johnson **Senior Accountant:** Suganne Doughty 01/06/26

City Treasurer: Kimberly Creech **Mayor:** Sherry Sullivan

Project Request Form - Greens Renovation (2026) - Corrected

Final Audit Report 2026-02-12

Created:	2026-02-09
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYwJLb8xeq7f2jr7Rc77vRdtPpSiZOI74

"Project Request Form - Greens Renovation (2026) - Corrected" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-02-09 - 3:29:05 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-02-09 - 3:29:31 PM GMT

Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-02-09 - 3:29:37 PM GMT

Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-02-09 - 3:31:03 PM GMT - Time Source: server

Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2026-02-09 - 3:31:05 PM GMT

Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2026-02-09 - 3:31:09 PM GMT

Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-02-12 - 2:41:07 PM GMT - Time Source: server

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-02-12 - 2:41:09 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-02-12 - 2:41:13 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-02-12 - 2:54:35 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2026-02-12 - 2:54:35 PM GMT

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-723

FROM:	Pat White, PARKS & RECREATION DIRECTOR
SUBJECT:	The Director of Parks & Recreation, Pat White, has requested to procure a qualified contractor to provide all irrigation materials for Barnwell Youth Football Fields.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-030-2026-REC-100 Barnwell Youth Football Fields – Irrigation Materials to SiteOne Landscape Supply for a not-to-exceed amount of $7,889.79.

BACKGROUND INFORMATION:

A bid was issued on February 25, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. Two (2) responsive bids were received at the bid opening on March 4, 2026, at 2:00 p.m.

The Director of Parks & Recreation recommends the award be made to SiteOne Landscape Supply. Their low bid price for the Lump Sum Cost was as follows:
Lump Sum Price: $7,889.79
Estimated delivery date for materials: 2 to 5 days ARO (After Receipt of Order)

Their low bid response price was Seven Thousand Eight Hundred Eighty-Nine Dollars and Seventy-Nine Cents ($7,889.79).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001250-50475-100	Recreation - Capital Improvements	$7,889.79	$7,889.79	$0.00

Project No.: 2026REC100 | Project Expense String: 2026REC100-CONS
FY2026 total project budget of $150,000.00. Impact Fees will be used to fund this

project.

2026REC100 - Barnwell Youth Football Improvements Project Budget History:

$150,000.00	Original Budget
$ (9,221.00)	Trf to Pavilion Project 2026REC180 - Res. No. 5724-26 (02/09/26)
$(39,617.00)	Vinyl Fencing - Res. No. 5738-26 (02/19/26)
$ (7,889.79)	*Irrigation Materials - Pending Approval of Agenda Item 2026-723*
$(41,022.00)	*TifTuf Bermuda Grass - Pending Approval of Agenda Item 2026-724*
$52,250.21	**Remaining Project Budget to Date**

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: Treasury to include Project Expense String on Procurement action.

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 (Bid No. 26-030-2026-REC-100) for Barnwell Youth Football Fields – Irrigation Materials for the City of Fairhope Recreation Department.

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

Please see attached Bid Tabulation for
Barnwell Youth Football Fields - Irrigation Materials

[3] After evaluating bid proposals with required bid specifications the Director of Parks and Recreation recommends the award be made to SiteOne Landscape Supply with a bid proposal not-to-exceed $7,889.79 with estimated delivery date for materials 2 to 5 days ARO (After Receipt of Order).

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid 26-030-2026-REC-100 Barnwell Youth Football Fields- Irrigation Materials
Opened March 4, 2026 at 2:00 P.M.

				Leggett Family Enterprises,LLC		SiteOne Landscape Supply	
			Bid Documents Signed/ Notorized Y/N	Y		Y	
			Addendum I (Y/N)	N		Y	
UNIT	Description	Unit Of Measure	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Rain Bird Falcon 6504 Full-Circle Rotor 4 in. Riser w/ SAM Check Valve	Each	60	$53.58	$3,214.80	$34.90	$2,093.94
2	Sch 40 PVC 90 Degree Elbow 2 in. Socket	Each	40	$2.35	$94.00	$2.40	$96.00
3	Sch 40 PVC Tee 2 in. Socket	Each	40	$2.92	$116.80	$2.96	$118.40
4	Sch 40 PVC Reducer Bushing Flush Style 2 in. x 1-1/2 in. Spigot x Socket	Each	15	$1.77	$26.55	$1.83	$27.45
5	Sch 40 PVC Reducing Tee 2 in. x 1-1/2 in. Socket x FIPT	Each	30	$3.11	$93.30	$3.40	$101.85
6	Rain Bird PGA PVC and Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT	Each	16	$136.25	$2,180.00	$82.68	$1,322.88
7	American Granby Ball Valve Slip 150 PSI 2 in. PVC w/EPDM Seats	Each	16	$12.13	$194.08	$11.75	$188.00
8	Sch 40 PVC Male Adapter 2 in. MIPT x Socket	Each	30	$1.51	$45.30	$1.58	$47.40
9	Multi Conductor Wire Black 18 Gauge 6 Conductor	250 feet	1000 feet	$0.51	$2.04*	$90.00	$360.00
10	Pro-Trade Blue Hot PVC Cement Low VOC Med. Body	Quart	8	$40.27	$322.16	$22.83	$182.60
11	Spears Low VOC Primer PRIMER21-68 Clear NSF	Quart	8	$31.54	$252.32	$23.49	$187.93
12	Pro-Trade Black/Gray Wire Connector	20pc.Bag	3	$27.04	$81.12	$15.37	$46.12
13	King Innovations PTFE Teflon Thread Seal Tape 3/4-in. x 520 in. Durable Polyetrafluoroethylene Material (ideal for plumbing and HVAC applications)	3/4-in.x 520in.roll	5	$2.76	$13.80	$1.95	$9.75
14	Sch 40 PVC 90 Degree Reducing Elbow 1-1/2 in. x 1 in. Socket x FIPT	Each	16	$3.92	$62.72	$3.24	$51.76
15	Rain Bird TSJ PVC Turf Swing Joint 1 in. x 12 in. MIPT	Each	40	$31.83	$1,273.20	$21.09	$843.76
16	Rain Bird ESP-Me Smart Controller LNK WiFi 4 Station Modular Not included	Each	4	$176.87	$707.48	$123.05	$492.21
17	Rain Bird Expansion Module ESPSM6 6 Station	Each	4	$109.41	$437.64	$68.84	$275.34
18	PVC Pipe 2 in. x 20 ft. SDR-21 (CL 200) Bell End	2 in. x 20ft	2000 feet	$0.78	$78.00*	$11.30	$1,130.00
19	PVC Pipe 1-1/2 in. x 20 ft. SDR-21 (CL 200) Bell End	1-1/2 in. x 20 ft	800 feet	$0.58	23.20*	$7.86	$314.40
			Total (Lines 1-19)	$9,115.27		$7,889.79	
			Estimated Delivery Date for Materials	2-3 day notice		2 to 5 days ARO	

Arithmetic Corrected

Recommendation:

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

Signature
Pat White, Director of Parks & Recreation

Signature
Erin Wolfe, Procurement & Contracts Manager

ITEM II
MATERIALS DESCRIPTION

Bid Number 26-030-2026-REC-100

Barnwell Youth Football Fields – Irrigation Materials

The City of Fairhope is requesting responses from contractors to provide irrigation materials for the Barnwell Youth Football Fields. Bidder must provide delivery dates for the materials. City reserves the right to award based on convenience of delivery date.

Item	Description	Unit of Measure	Quantity
1	Rain Bird Falcon 6504 Full-Circle Rotor 4 in. Riser w/ SAM Check Valve	Each	60
2	Sch 40 PVC 90 Degree Elbow 2 in. Socket	Each	40
3	Sch 40 PVC Tee 2 in. Socket	Each	40
4	Sch 40 PVC Reducer Bushing Flush Style 2 in. x 1-1/2 in. Spigot x Socket	Each	15
5	Sch 40 PVC Reducing Tee 2 in. x 1-1/2 in. Socket x FIPT	Each	30
6	Rain Bird PGA PVC and Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT	Each	16
7	American Granby Ball Valve Slip 150 PSI 2 in. PVC w/EPDM Seats	Each	16
8	Sch 40 PVC Male Adapter 2 in. MIPT x Socket	Each	30
9	Multi Conductor Wire Black 18 Gauge 6 Conductor	250 feet	1,000 feet
10	Pro-Trade Blue Hot PVC Cement Low VOC Med. Body	Quart	8
11	Spears Low VOC Primer PRIMER21-68 Clear NSF	Quart	8
12	Pro-Trade Black/Gray Wire Connector	20 pc. Bag	3
13	King Innovations PTFE Teflon Thread Seal Tape 3/4-in. x 520 in. Durable Polyetrafluoroethylene Material (ideal for plumbing and HVAC applications)	3/4-in. x 520 in. roll	5
14	Sch 40 PVC 90 Degree Reducing Elbow 1-1/2 in. x 1 in. Socket x FIPT	Each	16
15	Rain Bird TSJ PVC Turf Swing Joint 1 in. x 12 in. MIPT	Each	40
16	Rain Bird ESP-Me Smart Controller LNK WiFi 4 Station Modular Not included	Each	4
17	Rain Bird Expansion Module ESPSM6 6 Station	Each	4
18	PVC Pipe 2 in. x 20 ft. SDR-21 (CL 200) Bell End	2 in. x 20 ft.	2,000 Feet
19	PVC Pipe 1-1/2 in. x 20 ft. SDR-21 (CL 200) Bell End	1-1/2 in. x 20 ft	800 Feet

These 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.

ITEM III
BID RESPONSE FORM

Date: 03 / 03 / 2026

Bid No: 26-030-2026-REC-100 **Barnwell Youth Football Fields – Irrigation Materials**

Bids Due: Wednesday, March 4, 2026, 2:00 P.M.

Item	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
1	Rain Bird Falcon 6504 Full-Circle Rotor 4 in. Riser w/ SAM Check Valve	Each	60	34.899	2,093.94
2	Sch 40 PVC 90 Degree Elbow 2 in. Socket	Each	40	2.40	96.00
3	Sch 40 PVC Tee 2 in. Socket	Each	40	2.96	118.40
4	Sch 40 PVC Reducer Bushing Flush Style 2 in. x 1-1/2 in. Spigot x Socket	Each	15	1.83	27.45
5	Sch 40 PVC Reducing Tee 2 in. x 1-1/2 in. Socket x FIPT	Each	30	3.395	101.85
6	Rain Bird PGA PVC and Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT	Each	16	82.68	1,322.88
7	American Granby Ball Valve Slip 150 PSI 2 in. PVC w/EPDM Seats	Each	16	11.75	188.00
8	Sch 40 PVC Male Adapter 2 in. MIPT x Socket	Each	30	1.58	47.40
9	Multi Conductor Wire Black 18 Gauge 6 Conductor	250 feet	1,000 feet	90.00	360.00
10	Pro-Trade Blue Hot PVC Cement Low VOC Med. Body	Quart	8	22.825	182.60
11	Spears Low VOC Primer PRIMER21-68 Clear NSF	Quart	8	23.491	187.93
12	Pro-Trade Black/Gray Wire Connector	20 pc. Bag	3	15.372	46.12
13	King Innovations PTFE Teflon Thread Seal Tape 3/4-in. x 520 in. Durable Polyetrafluoroethylene Material (ideal for plumbing and HVAC applications)	3/4-in. x 520 in. roll	5	1.95	9.75
14	Sch 40 PVC 90 Degree Reducing Elbow 1-1/2 in. x 1 in. Socket x FIPT	Each	16	3.235	51.76
15	Rain Bird TSJ PVC Turf Swing Joint 1 in. x 12 in. MIPT	Each	40	21.094	843.76
16	Rain Bird ESP-Me Smart Controller LNK WiFi 4 Station Modular Not included	Each	4	123.053	492.21
17	Rain Bird Expansion Module ESPSM6 6 Station	Each	4	68.836	275.34
18	PVC Pipe 2 in. x 20 ft. SDR-21 (CL 200) Bell End	2 in. x 20 ft.	2,000 Feet	11.30	1,130.00
19	PVC Pipe 1-1/2 in. x 20 ft. SDR-21 (CL 200) Bell End	1-1/2 in. x 20 ft	800 Feet	7.86	314.40
	Total (Lines 1-19)			7,889.79	
Estimated Delivery Date for Materials				2 to 5 days ARO	

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
1	February 27,2026		

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 3rd day of March, 2026.

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 SiteOne Landscape Supply

State of Incorporation Delaware

Company Representative Monique Potts
(**PRINT** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Company Representative
(**SIGNATURE** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Address 24500 Center Ridge Road - Ste. 350

Westlake, OH 44145

Phone Number (216) 706-9250 ext. 2 Fax Number (248) 581-1433

E-mail address bids@siteone.com AL CONTRACTOR's License No.

Foreign Vendor ID

BID PROPOSAL NOTARIZATION:

STATE OF Ohio }

COUNTY OF Cuyahoga }

I, the undersigned authority in and for said State and County, hereby certify that Monique Potts, as respectively, of SiteOne Landscape Supply, 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 3rd day of March, 2026.

NOTARY PUBLIC

MY COMMISSION EXPIRES 1/14/29

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):
SiteOne Landscape Supply, LLC

Doing-Business-As Name of CONTRACTOR:

24500 Center Ridge Road, Ste. 350, Westlake, OH 44145
Principal Office Address:

LOCAL Telephone Number: 216-706-9250 ext. 2 Toll- Free 800-321-5325

LOCAL Fax Number: 248-581-1433

Email address: bids@siteone.com
Website: www.siteone.com

Form of Business Entity [check one ("X"]
Corporation X
Partnership ____
Individual ____
Joint Venture ____
Other (describe): LLC - Corporation

Corporation Statement
If a corporation, answer the following:
Date of incorporation: 5/11/2001
Location of incorporation: Delaware
The corporation is held: Publicly X
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: Monique Potts Email bids@siteone.com

Phone 216-706-9250 ext. 2 Fax 248-581-1433

END OF CONTRACTOR INFORMATION

ITEM VI

City of Fairhope
CONTRACT

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

Bid Number/Name

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The CONTRACT consists of all the items contained within this CONTRACT, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.

2. The CONTRACTOR shall perform all the WORK described herein.

3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number (DAYS) days of the date specified in the *Notice to Proceed* (NTP) to be issued to the **CONTRACTOR** by the **OWNER,** or its authorized representative. The work shall be completed, subject to authorized adjustments, within (DAYS) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of (DOLLARS) per working day.

4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____DOLLARS ($). This represents a LUMP SUM payment for performance of the **WORK**, which payment shall be issued after the Contract is fully performed and the **OWNER** has inspected the **WORK**.

5. **General Conditions**
   a. **Indemnity**: The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.

   b. **Notification and Accident Reports:** In the event of accidents of any kind, the **CONTRACTOR** shall notify the **OWNER** immediately and furnish, without delay, copies of all such accident reports to the **OWNER.** If in the performance of their Work, the **CONTRACTOR** fails to immediately report an accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine

SAMPLE

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

6. **Termination of Agreement**
    a. Termination for Default: Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
        i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.

        ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.

        iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.

    b. Termination for Convenience: The OWNER has the absolute right to terminate the Agreement upon "Award of Contract" another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

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

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

SAMPLE

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

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

9. **Insurance Requirements**
   See **ATTACHMENT B**

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

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

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

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

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

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

SAMPLE

16. **Extra Work and Associated Costs**
    a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.

    b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

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

18. **Scope of Work**
    See **ATTACHMENT B**

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

20. **Miscellaneous Provisions**
    a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.

    b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.

    c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.

    d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.

    e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.

    f. This CONTRACT is considered a non-exclusive Agreement between the parties.

    g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

    h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

SAMPLE

i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.

j. This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

_____ ATTEST: _____
Sherry Sullivan, Mayor **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
COUNTY OF BALDWIN _____ }

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

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SAMPLE

IF INDIVIDUAL OR PARTNERSHIP

Individual or Partnership

Print Name of Partner

Print Name of Representative Authorized to Sign Contracts for the firm

Print Name of Partner

Signature of Representative Authorized to Sign Contracts for the firm

Print Name of Partner

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

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

IF CORPORATION OR LLC

Company

State of Incorporation

Company Representative

Print Name of Representative Authorized to Sign Contracts for the firm

Signature of Representative Authorized to Sign Contracts for the firm

Address

Address

City, State, Zip Code

SAMPLE

Phone Number _____ Fax Number _____

Primary E-mail Address _____

AL General Contractor License No. (Attach Copy) _____

AL General Contractor License Major Categories _____

AL General Contractor Specialties _____

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

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____ (Name) As _____ (Title) respectively of _____ (Company Name)

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

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SAMPLE

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 waiver 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 advice 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-DESCRIMINATION

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. 26-030-2026-REC-100
Barnwell Youth Football Fields – Irrigation Materials
Project No. 2026-REC 100

Bid Name:	**Bid 26-030-2026-REC-100** **Barnwell Youth Football Fields – Irrigation Materials**
Issue Date:	February 25, 2026
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Insurance and Instructions to Vendors
Deadline for Questions Date:	Friday, February 27, 2026, 11:00 A.M.
Bid Due Date:	Wednesday, March 4, 2026, 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

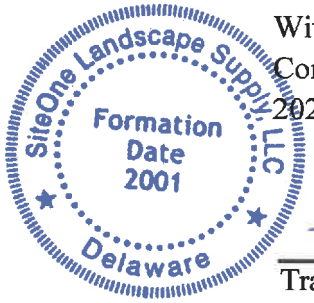
CERTIFIED COPY OF
RESOLUTION

SiteOne Landscape Supply, LLC

I, Travis Jackson, Secretary of SiteOne Landscape Supply, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company"), do hereby certify that:

1. The Board of Managers of SiteOne Landscape Supply, LLC adopted the following resolutions effective January 30, 2026, via Unanimous Written Consent and such action has not been rescinded or further amended and remains in full force and effect on the date hereof:

> **RESOLVED**, that effective January 30, 2026, Keith McGinty, Eric Elema, Monique Potts and Rosalin Santiago (collectively, the "Signors") are hereby authorized individually to sign and deliver any and all instruments required by any governmental agency within the United States for the purpose of binding the Company to contracts for the sale of its products;
>
> **FURTHER RESOLVED**, that the authority granted to the Signors remains subject to the limits on rebates provided to customers as provided in the Company's Delegation of Authority Policy;
>
> **FURTHER RESOLVED**, that any governmental agency may rely upon the signature of any one Signor in connection with said bids and/or the sale of the Company's products; and
>
> **FURTHER RESOLVED**, that the acts of persons authorized by the foregoing resolutions that would have been authorized by said resolutions except that such acts were taken prior to the adoption of such resolutions are hereby severally ratified, confirmed, approved, and adopted as acts in the name and on behalf of the Company.



Witness my hand and the seal of said Company this 30th day of January, 2026

Travis Jackson, Secretary

STATE OF GEORGIA)
COUNTY OF FULTON) SS:
U.S.A.)

I, Rebecca L. Ramstrom, do hereby certify that Travis Jackson, personally known to me to be Secretary of SiteOne Landscape Supply, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as Secretary of said company as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposed therein set forth, given under my hand and seal this 30th day of January, 2026.

Rebecca L Ramstrom
Notary Public

CITY OF DAPHNE, ALABAMA
REVENUE DIVISION
1705 MAIN STREET * P.O. Drawer 1047 * Daphne, Alabama 36526
Tel: (251) 620-1250

SITE ONE LANDSCAPE SUPPLY
650 STEPHENSON HWY
TROY, MI 48083

THIS LICENSE EXPIRES: 12/31/2026
Taxpayer ID Number: 10390
Date License Issued: 01/26/2026
License Number: 6881

SITE ONE LANDSCAPE SUPPLY
26264 PUBLIC WORKS RD
DAPHNE, AL 36526

2026 BUSINESS PRIVILEGE LICENSE

The firm, corporation, organization, business or person whose name appears above has paid the required license fees and is authorized to engage in business in City of Daphne, Alabama as indicated below.

Code: 453998 Description: Miscellaneous retailers-florist, gift, novelty, pe

If business activity is discontinued in City of Daphne, Alabama, notify the Revenue Department within 30 days.

By: _____
ROBIN LEJEUNE, MAYOR

This License is NOT Transferable

POST IN A CONSPICUOUS PLACE	Business License Receipt CITY OF DAPHNE, ALABAMA THIS LICENSE EXPIRES: 12/31/2026	License Number 6881

Business Name: SITE ONE LANDSCAPE SUPPLY Taxpayer ID: 10390

Code:	Description:	Amount:
453998	Miscellaneous retailers-florist, gift, novelty, pe	$11,060.88

Date Issued: 01/26/2026

Total License(s):	**$11,060.88**
Total Penalty:	**$0.00**
Total Interest:	**$0.00**
Total Issue Fee:	**$14.00**
Total Amount Remitted:	**$11,074.87**

February 27, 2026

Addendum 1

Bid No. 26-030-2026-REC-100

Barnwell Youth Football Fields – Irrigation Materials

Project No. 2026-REC 100

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 Wednesday, March 4, 2026. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Questions Submitted Via Email:

1. The bid invites for Barnwell seem a little unclear, are these material only bids or installation of both irrigation and sod as well?
   Answer: Bid No. 26-030-2026-REC-100 Barnwell Youth Football Fields – Irrigation Materials and Bid No. 26-031-2026-REC-100 Barnwell Youth Football Fields – TifTuf Bermuda Grass are for **MATERIALS ONLY**. The City will install.

CITY OF FAIRHOPE

INVITATION TO BID

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. Wednesday, March 4, 2026 and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 26-030-2026-REC-100
Barnwell Youth Football Fields – Irrigation Materials
Project No. 2026-REC 100

The City of Fairhope is requesting responses from contractors to provide irrigation materials for the Barnwell Youth Football Fields. Bidder must provide delivery dates for the materials. City reserves the right to award based on convenience of delivery date.

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

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Friday, February 27, 2026, at 11:00 A.M. or will be forever waived.

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

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

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

INVITATION TO BID
NO. 26-030-2026-REC-100
BARNWELL YOUTH FOOTBALL FIELDS – IRRIGATION MATERIALS

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

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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.:** **26-030-2026-REC-100**
NAME: **Barnwell Youth Football Fields – Irrigation Materials**

1.02 **SUMMARY**

The City of Fairhope is requesting responses from contractors to provide irrigation materials for the Barnwell Youth Football Fields. Bidder must provide delivery dates for the materials. City reserves the right to award based on convenience of delivery date.

1.03 **BID DEADLINE**

Bids will be received until 2:**00 P.M. Wednesday, March 4, 2026,** 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 Friday, February 27, 2026, 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.

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

1.07 **BID SECURITY**

Not Applicable.

1.08 **PERFORMANCE ASSURANCE AND INSURANCE**

Not Applicable

1.09 DURATION OF OFFER

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

1.10 EQUAL OPPORTUNITY

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

1.11 BID SUBMISSION AND PREPARATION

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

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

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

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

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

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

1.12 BID INELIGIBILITY

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

1.13 CONTRACT TIME

BIDDER must provide delivery date(s) for the irrigation materials. City reserves the right to award based on convenience of delivery dates.

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 Friday, February 27, 2026, 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.

END OF INVITATION AND INSTRUCTIONS TO BIDDERS

Bid 26-030-2026 -REC-100 Received 3/4/26 1:02PM

ORIGIN ID:CLEA (216) 407-4749
MONIQUE POTTS
SITEONE LANDSCAPE SUPPLY
24500 CENTER RIDGE ROAD
SUITE 350
WESTLAKE, OH 44145
UNITED STATES US

SHIP DATE: 03MAR26
ACTWGT: 1.00 LB
CAD: 106709827/INET4535

BILL SENDER

TO **ERIN WOLFE-PURCH. MGR.**
CITY OF FAIRHOPE
555 S. SECTION STREET
PURCHASING
FAIR HOPE AL 36532

(251) 928-2136 REF: SEALED BID
INV: 26-030-2026-REC-100
PO: IRRIGATION MTLS. DEPT: BID DUE: 3/4/26 @ 2:00 PM

58KJ2/D126/484B

FedEx Express

J2610260120916uv

WED - 04 MAR 5:00P
STANDARD OVERNIGHT

TRK# 0201 8892 6315 7833

MOBA 36532
AL-US BFM

XS MOBIG

This envelope is only for FedEx Express® shipments.
You can help us get your package safely to its destination by packing your items securely. Need help? Go to **fedex.com/packaging** for packing tips.
Check your FedEx Express shipping document, the current FedEx Service

...sert shipping
...document here.

0300 CITY OF FAIRHOPE
555 S SECTION ST
PURCHASING
FAIRHOPE AL

WED 03/04 07:15

000000 E 36532-1609-55

497-1/560SQ

ETP: 6
1196274260160003663200889263167833

SP:PD:100:Y

01/03/25 11:46

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Pat White **Department:** Recreation

Project Name: 2026-Rec. 100 Barnwell Youth Football Improvements

Project Description: Sod, irrigation, etc...

Project Category: X Bid ___ Professional Service ___ Other: ___

Budget Amount: $110,383.00 **Budget Code:** 1250/50475

Budgeted for Current FY: X Yes ___ No

BID INFORMATION

Bid Duration: ___ **Project Duration:** ___

Engineer of Record: ___

Pre-Bid Meeting: ___ No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: ___ **Contract Extensions:** ___ No ___ Yes

Project Manager: ___

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's ___

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** ___ **Budget Code:** ___

Notes: ___

SIGNATURES

Requestor: [signature] **Senior Accountant:** Suzanne Doughty 01/06/26

City Treasurer: Suzanne Doughty 01/06/26 **Mayor:** Sherry Sullivan

PRF - Barnwell Youth Football Improvements - Corrected

Final Audit Report 2026-02-16

Created:	2026-02-16
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASrRzFyrV17APnMG384_bbgnChkOP0KnC

"PRF - Barnwell Youth Football Improvements - Corrected" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-02-16 - 4:32:19 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
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Signature Date: 2026-02-16 - 4:38:05 PM GMT - Time Source: server

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2026-02-16 - 4:38:07 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-02-16 - 4:38:16 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-02-16 - 6:31:37 PM GMT - Time Source: server

Agreement completed.
2026-02-16 - 6:31:37 PM GMT

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-724

FROM:	Pat White, PARKS & RECREATION DIRECTOR
SUBJECT:	The Director of Parks & Recreation, Pat White, has requested to procure a qualified contractor to provide TifTuf Bermuda Grass for Barnwell Youth Football Fields.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-031-2026-REC-100 Barnwell Youth Football Fields – TifTuf Bermuda Grass to Woerner Farms, LLC for a not-to-exceed amount of $41,022.00.

BACKGROUND INFORMATION:

A bid was issued on February 25, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. One (1) responsive bid and two (2) non-responsive bids were received at the bid opening on March 4, 2026, at 2:30 p.m.

The Director of Parks & Recreation recommends the award be made to Woerner Farms, LLC. Their low bid price for the Lump Sum Cost was as follows:
Lump Sum Price: $41,022.00

Their low bid response price was Forty-One Thousand Twenty-Two Dollars ($41,022.00).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001250-50475-100	Recreation - Capital Projects	$41,022.00	$41,022.00	$0.00

Project No.: 2026REC100 | Project Expense String: 2026REC100-CONS
FY2026 total project budget of $150,000.00. Impact Fees will be used to fund this project.

2026REC100 - Barnwell Youth Football Improvements Project Budget History:

$150,000.00	Original Budget
$ (9,221.00)	Trf to Pavilion Project 2026REC180 - Res. No. 5724-26 (02/09/26)
$(39,617.00)	Vinyl Fencing - Res. No. 5738-26 (02/19/26)
$ (7,889.79)	*Irrigation Materials - Pending Approval of Agenda Item 2026-723*
$(41,022.00)	*TifTuf Bermuda Grass - Pending Approval of Agenda Item 2026-724*
$52,250.21	**Remaining Project Budget to Date**

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 did request, receive, and open bids for (Bid No. 26-031-2026-REC-100) to Woerner Farms, LLC for Barnwell Youth Football Fields – TifTuf Bermuda Grass for the Recreation Department.

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

Woerner Farms, LLC 360 39-Yard Rolls at $113.95 per roll
Total cost of $41,022.00

[3] After evaluating the bid proposals with the required bid specifications, Woerner Farms, LLC is now awarded (Bid No. 26-031-2026-REC-100) to Woerner Farms, LLC for Barnwell Youth Football Fields – TifTuf Bermuda Grass for the Recreation Department with a bid proposal not-to-exceed $41,022.00.

.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid No. 26-031-2026-REC-100 Barnwell Youth Football Fields- TifTuf Bermuda Grass
Opened March 4, 2026 at 2:30 P.M.

Vendor			Woerner Farms, LLC		Woerner Agribusiness, LLC		Leggett Family Enterprises, LLC	
Bid Documents Signed/Notarized (Y/N)			Y		Non-Responsive		Non-Responsive	
Addendum Acknowledged I (Y/N)			Y					
Description	Unit of Measure	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
TifTuf Bermuda Grass- 39 Yard Rolls (42" Wide by 100ft Long)	39-Yard Roll	360	$113.95	$41,022.00*				

**Arithmetic Corrected*

Recommendation:

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

Signature
Pat White, Director of Parks & Recreation

Signature
Erin Wolfe, Procurement & Contracts Manager

ITEM III
REVISED BID RESPONSE FORM

Date: 02 / 27 / 2026

Bid No: **26-031-2026-REC-100** **Barnwell Youth Football Fields – TifTuf Bermuda Grass**

Bids Due: Wednesday, March 4, 2026, 2:30 P.M.

Description	Unit of Measure	Quantity	Unit Price	Total Price
TifTuf Bermuda Grass – 39-Yard Rolls (42" wide by 100 ft. Long)	**39-Yard Roll**	**360**	$113.95	$41,020.00

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

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
1	02/27/2026		

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 27th day of February, 2026.

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 Woerner Farms, LLC

State of Incorporation Alabama

Company Representative Donna Gates
(**PRINT** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Company Representative _____
(**SIGNATURE** - Representative Authorized to sign Bids and CONTRACTs for the firm)

Address 110 E. Azalea Ave.

Foley, AL 36535

_____

Phone Number (251) 943-4520 Fax Number(___) _____

E-mail address dgates@woerner.com AL CONTRACTOR's License No. n/a

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 Donna Gates, as respectively, of Woerner Farms, LLC, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 27th day of February, 2026.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

STATE OF ALABAMA NOTARY PUBLIC
MARY KATHLEEN JERNIGAN
My Commission Expires
May 22, 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):

Woerner Farms, LLC
Doing-Business-As Name of CONTRACTOR:

Principal Office Address:

110 E. Azalea Ave.

Foley, AL 36535

LOCAL Telephone Number: 251-943-4520 Toll- Free 833-963-7637

LOCAL Fax Number: 251-971-2249

Email address: dgates@woerner.com
Website: woerner.com

Form of Business Entity [check one ("X"]
Corporation ____
Partnership ____
Individual ____
Joint Venture ____
Other (describe): Limited Liability Company

Corporation Statement
If a corporation, answer the following:
Date of incorporation: 06/26/2017
Location of incorporation: Baldwin County, Alabama
The corporation is held: Publicly ___
Privately x__

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: Donna Gates Email dgates@woerner.com

Phone 251-943-4520 Fax _____

END OF CONTRACTOR INFORMATION

February 27, 2026

Addendum 1

Bid No. 26-031-2026-REC-100

Barnwell Youth Football Fields – TifTuf Bermuda Grass

Project No. 2026-REC 100

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 2:30 PM on Wednesday, March 4, 2026. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Questions Submitted Via Email:

1. The Bid states that the Rolls shall be cut in 33 sq yd rolls. The industry standard is normally 39 sq yd rolls (42" wide by 100 ft long) so my question is do we need to adapt to the 33 sq yd rolls as stated in the specs?
   Answer: The rolls should be 39 sq ft rolls (42" wide by 100 ft long). See the attached **REVISED Bid Response Form**. All bidders shall use that form in their submitted bid. The quantity remains the same.

2. Is this bid for supplying the turf or is it for supplying the turf and the labor to install it also?
   Answer: Supplying the turf only. The City will install.

Woerner Farms, LLC

110 E. Azalea Ave.

Foley, AL 36535

SEALED BID

received
02/27/26
@3:27pm

BID NAME: Barnwell Youth Football Fields – TifTuf Bermuda Grass

BID NO.: 26-031-2026-REC-100

City of Fairhope

City Services and Public Utilities Building

555 South Section Street

Fairhope, AL 36532

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Pat White **Department:** Recreation

Project Name: 2026-Rec. 100 Barnwell Youth Football Improvements

Project Description: Sod, irrigation, etc...

Project Category: X Bid ___ Professional Service ___ Other: ___

Budget Amount: $110,383.00 **Budget Code:** 1250/50475

Budgeted for Current FY: X Yes ___ No

BID INFORMATION

Bid Duration: ___ **Project Duration:** ___

Engineer of Record: ___

Pre-Bid Meeting: ___ No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: ___ **Contract Extensions:** ___ No ___ Yes

Project Manager: ___

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's ___

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** ___ **Budget Code:** ___

Notes: ___

SIGNATURES

Requestor: [signature] **Senior Accountant:** Suzanne Doughty 01/06/26

City Treasurer: Suzanne Doughty 01/06/26 **Mayor:** Sherry Sullivan

PRF - Barnwell Youth Football Improvements - Corrected

Final Audit Report 2026-02-16

Created:	2026-02-16
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASrRzFyrV17APnMG384_bbgnChkOP0KnC

"PRF - Barnwell Youth Football Improvements - Corrected" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-02-16 - 4:32:19 PM GMT

Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
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Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-02-16 - 4:38:05 PM GMT - Time Source: server

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
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Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-02-16 - 4:38:16 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-02-16 - 6:31:37 PM GMT - Time Source: server

Agreement completed.
2026-02-16 - 6:31:37 PM GMT

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-726

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:	March 23, 2026

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:

Account No.	Account Title	Current Budget	Cost	Available Budget
001200-50235	Fire - Physicals	$33,000.00	$33,000.00	$0.00

GRANT:

N/A

LEGAL IMPACT:

City Attorney has reviewed 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, 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 for a not-to-exceed cost of $33,000.00. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51(3).

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

QUOTE

AGENCY

Fairhope Volunteer Fire Department
198 South Ingleside
Fairhope, AL 36532

Date: February 11, 2026

DESCRIPTION	UNIT PRICE
NFPA 1580 Wellness Exams w/ Ultrasound Screenings	$600
TOTAL PER EXAM	**$600**

Pricing Valid for Exams Administered in CY 2026

EXAM COMPONENTS

FIRST RESPONDER LABORATORY PANEL

- Complete Blood Count w/ Differential + Platelets
- Comprehensive Metabolic Panel + GGT
- Lipid Panel
- Hemoglobin A1c
- Thyroid Cascade Panel
- Total Testosterone (Males Only)
- Prostate Specific Antigen w/ Reflex (Males Only)
- CA-125 Ovarian Tumor Marker (Females Only)
- hs-CRP and GlycA (Inflammation)
- Urinalysis w/ Microscopic Examination
- ColoFIT Colon Cancer Screening Kit (35+)

BIOMETRIC ANALYSIS

- Height, Weight, Body Mass Index (BMI)
- Blood Pressure + Heart Rate
- Oxygen Saturation
- Temperature
- Pain Assessment
- Waist and Hip Circumference with Ratio
- Skinfold Caliper Measurements (Body Fat)
- Flexibility Assessment (Shoulders and Hips)
- Visual Acuity (Near/Far), Color, Depth, and Peripheral
- Audiometry (Hearing)

ULTRASOUND SCREENING

Suspicious abnormalities reviewed and interpreted by Board Certified Radiologist

Vascular	Cardiac	Abdominal	Pelvic & Genitourinary	Endocrine
- Carotid Arteries (Plaque + Wall Thickness) - Abdominal Aorta	- LV Function - LV Wall Thickness - Aortic Root - Heart Valves	- Liver - Gallbladder - Spleen - Pancreas - Kidneys	- Bladder - Prostate - Testicles - Uterus Ovaries	- Thyroid

CARDIOPULMONARY EVALUATION

- Cardiac Stress Test - submaximal treadmill test w/ continuous 12-lead ECG & intermittent BP
- 12-lead Resting ECG
- Aerobic Endurance Evaluation (Calc. VO2 Max)
- Pulmonary Function (Spirometry)
- Muscular Strength (dynanometer)
- Muscular Endurance (static plank, push-ups)
- Nutritional and Dietary Recommendations
- Fitness Recommendations

COMPREHENSIVE PHYSICAL EXAMINATION

- Individual Consultation and Focused Physical Examination with Licensed Healthcare Provider
- Comprehensive Medical History w/ Vaccination & Exposure Review
- Behavioral Health Assessments (PTSD, Substance Abuse, Anxiety, and Sleep Disorders)
- Focused skin cancer screening
- Cardiovascular Risk Reduction Assessment
- Laboratory and Radiology Results Review
- Breast Examination with Self-Exam Education (males and females)
- Testicular Examination with Self-Exam Education
- Direct, Secure Follow-up Communication Capability
- Same-day Examination Results available through VITALExam Patient Portal

VITALExam

2026 PRICING LIST

POPULAR TESTS	UNIT PRICE

Low-Dose CT Lung Cancer Screening — TBD

This scan uses a very low dose of radiation, and the benefit of finding cancer early far outweighs that small exposure. Lung cancer is deadlier than the next three most common cancers combined, and low-dose CT can catch small nodules and other important findings (like calcified plaque in the coronary arteries) before symptoms start, giving firefighters and their primary care provider more options to act early.

Cancer Antigen Panel — $130

This panel looks for certain blood markers that can suggest early signs of specific cancers (for example, testicular, prostate, pancreatic, or blood cancers). Firefighters have a higher lifetime cancer risk than the general population due to exposures on the job. Adding this panel helps identify concerning patterns early so they can follow up with their primary care provider or a specialist before symptoms start.

Vitamin D — $35

Low vitamin D is extremely common and can affect bone strength, muscle recovery, mood, and overall resilience. Tracking it lets us identify who may benefit from simple correction through their primary care provider, which supports long-term physical readiness for duty.

Apolipoprotein B — $10

ApoB measures the actual number of artery-clogging particles in the blood. It's a stronger predictor of heart risk than LDL cholesterol alone and can catch hidden cardiovascular risk even in firefighters who "look healthy." This gives the firefighter and their PCP a clearer picture of cardiac risk and whether more aggressive prevention is appropriate.

Lipoprotein(a) — $20

Lp(a) is a genetically driven particle that increases the risk of premature heart disease and aortic valve problems. You only need it once. If it's high, it tells the firefighter and their PCP that they need to take heart prevention more seriously even if standard cholesterol looks fine.

Urine Albumin-to-Creatinine Ratio — $25

This is an early warning sign of stress or damage to the kidneys and blood vessels. It often becomes abnormal years before regular kidney labs change. It's useful for catching cardiovascular and kidney risk early and referring the firefighter to their PCP before it turns into something more serious.

Blood Type — $20

ABO/Rh tells the firefighter their blood type. We would give this result directly to the individual so they can keep it for their own records and emergency information. It's mainly personal readiness.

2026 PRICING LIST

ADDITIONAL OPTIONS	UNIT PRICE
INFECTIOUS DISEASE SCREENING	
QuantiFERON Gold - Tuberculosis	$75
Hepatitis C	$20
Hepatitis B	$20
HIV Screening	$100
INFECTIOUS DISEASE IMMUNITY STATUS (TITERS)	
Hepatitis B	$20
Hepatitis A	$20
Varicella Zoster	$20
Tetanus and Diphtheria	$50
Bordetella Pertussis	$50
Measles, Mumps, and Rubella	$50
CARDIAC RISK MARKERS	
NT-proBNP	$100
Troponin T (Highly Sensitive)	$75
Lp-PLA2	$50
NMR LipoProfile	$75
HAZMAT	
Heavy Metals (Arsenic, Lead, Mercury)	$110
Cadmium	$75
Cholinesterase	$25
PFAS (PFOS/PFOA) “Forever Chemicals”	$325
METABOLIC	
Fasting Insulin	$20
Amylase + Lipase (Pancreatic Enzymes)	$20
Uric Acid	$15
Iron + TIBC + Ferritin	$20

March 3, 2026

City of Fairhope
Purchasing Department
161 North Section Street
Fairhope, AL 36532

Re: Sole Source Justification for VITALExam

To Whom It May Concern:

This letter serves as a formal request to designate **VITALExam** as a **sole source provider** for **NFPA 1580-compliant firefighter physicals**, including ultrasound screenings, for the City of Fairhope Volunteer Fire Department. VITALExam is the only provider in the tri-county region — **Baldwin County, Mobile County, and Escambia County (FL)** — offering this level of service, with a proven record of excellence and strong regional partnerships.

Justification for Sole Source Designation

1. **Specialized, On-Site NFPA-Compliant Physicals with Ultrasound Screenings**
   VITALExam is the only provider in the region delivering **on-site firefighter physicals** that adhere to **NFPA 1580 standards** and incorporate **ultrasound screenings** (thyroid, carotid, abdominal, pelvic for females, scrotal for males), tailored specifically to address the occupational health risks of firefighters.

2. **Mobile Convenience with Local Clinical Follow-Up**
   We conduct exams **on-site** to minimize operational disruption and improve participation. Any necessary **follow-up care is provided at our local facility**, ensuring seamless continuity of care and ease of access for department personnel.

3. **Established Relationships with Neighboring Municipalities**
   VITALExam is the **current provider** for multiple nearby agencies in Baldwin County, including the Cities of **Foley, Gulf Shores, Orange Beach, Spanish Fort, Bay Minette, and Baldwin County 9-1-1**. These ongoing partnerships reflect both our regional reach and trusted service quality.

4. **Exclusive First Responder Focus**
   Our practice is dedicated solely to **Optimizing First Responder Vitality**, allowing us to deliver highly specialized, culturally-competent care. Our team understands the physical demands, regulatory frameworks, and mental health risks associated with firefighting, which informs every aspect of our program.

5. **Flexibility, Accountability, and Technological Infrastructure**
   With a proprietary electronic health record and scheduling platform, we provide **real-time access to results**, customizable reports, secure communication, and streamlined

tracking of follow-ups — features not found in general medical practices.

6. **No Comparable Alternative in the Region**
   To our knowledge, there is no other provider in the tri-county region offering:
   - NFPA-compliant firefighter physicals **with integrated ultrasound screenings**
   - **On-site delivery with local follow-up**
   - **Exclusive focus on fire service health**
   - **Established public-sector contracts within Baldwin County**

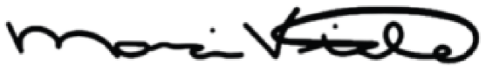
Moreover, VITALExam's services are **exempt from the Alabama Competitive Bid Law** under **Ala. Code §41-16-51(a)(3)**, which states:

> "Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part" are **not subject to competitive bidding requirements**.

Given the specialized medical nature of our services, the professional credentials required, and the trust-based relationship we maintain with fire service clients, our engagement falls squarely within this exemption.

We respectfully request that VITALExam be designated as a **sole source provider** for this essential service. Please contact us at your convenience should you require further documentation or clarification.

Sincerely,



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

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PURCHASING REQUEST FORM

Name: Chris Ellis **Date:** 3/4/2026

Department: Fire

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under $5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities $5,001-$10,000	Operational **NON**-Budgeted	Three	Treasurer/Mayor	**N/A**	**N/A**
Greater than: Gen Govt - $5,001 Utilities - $10,001	Operational **NON**-Budgeted	Three	Council	**Required**	**Required**
Gen Govt - $5,001-$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.	VitalExam	**$ 600 per firefighter(55 firefighters)**
2.	Click or tap here to enter text.	**$**
3.	Click or tap here to enter text.	**$**

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

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Firefighter Annual Physicals
2. **What is the total cost of the item or service?** 33,000
3. **How many do you need?** 1 per firefighter
4. **Item or Service Is:** ☐ New ☐ Used ☐ Replacement ☒ Annual Request
5. **Vendor Name (Lowest Quote): VitalExam**
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?** 33,000
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: 2026-714

FROM:	John Thomas, Interim Public Works Director
SUBJECT:	That certain items are declared surplus and the Mayor and the City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the three methods listed on the resolution.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council adopts Resolution.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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. ____

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

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

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

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

[SEE ATTACHED LIST OF EQUIPMENT]

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

a. Receiving bids for such property (via "GovDeals"). All such property shall be sold to the highest bidder, provided, however, that the City Council shall grant the authority to the Mayor to reject all bids when, in her opinion, she deems the bids to be less than adequate consideration for the personal property.

b. Sold for scrap or recycle at the highest offered value.

c. Disposal via landfill.

ADOPTED AND APPROVED THIS 23RD DAY OF MARCH, 2026

_____
James Reid Conyers, Jr.
Council President

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

PROPOSED ASSET LIQUIDATION LIST (created 2/13/26)

Asset# 01216, 1989 INTERNATIONAL S1600, VIN# 1HTLAZPM1KH638515 – Elect Dept

Asset# 01263, 2011 JOHN DEERE 7700 PRECISION CUT FAIRWAY MOWER – Rec Dept

Asset# 03432, 2016 SCAG 48" VELOCITY WALK BEHIND MOWER – Landscaping Dept

Asset# 03428, 2019 FREIGHTLINER M2-106, VIN# 1FVACXFE6KHKP1483 – Sanitation Dept

Asset# 01159, 2015 FREIGHTLINER SD114, VIN# 1FVAG3CY7GHHB2975 – Sanitation Dept

UNNUMBERED ASSET:

Breathing air compressor from Fire Station 1

PECAN BUILDING ITEMS:

Exercise Machines – 3 Treadmills, 1 Stationary Bike, 1 Arm Machine

Info Tech – 3 Pallets of retired equipment

Mechanic Shop – 2 Drum Holders, Portable Welder, Parts Washer

PD – 3 Pallets of retired vehicle equipment, 12 vehicle middle bench seats

Portable Equipment (unknown dept) – pallet of broken saws, portable air compressor

Pallet of 3D Printers (9) – unknown dept

3 Bench Seats from E350 Van – Sanitation Dept?

Organ from Nix Center

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-715

FROM:	Paige Crawford, DIRECTOR OF COMMUNITY AFFAIRS
SUBJECT:	Live at 5 a non-profit organization (Friends of the Halstead, Inc.) requesting a road closure from School Street between Morphy to Fairhope Avenue, from 6 a.m.until midnight for two concerts at the Halstead Amphitheater on March 27, 2026, and May 29, 2026; and the use of parking spots on the west side of School Street from Morphy to the college gravel parking lot with no parking after 8 a.m. for the remaining two concerts on April 17, 2026, and May 15, 2026; and request the City of Fairhope provide twenty (20) garbage cans with lids for each concert, recycling cans if available; and one (1) trailer of metal barricades, approximately eighty (80) total for each concert to ensure cleanliness and safety.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

Live at 5 is a non-profit organization (Friends of the Halstead, Inc.) that brings live music to the City of Fairhope and raises money to provide music scholarships for local kids and adults. As we enter our Spring Season, we would like to request road closure for two concerts and the use of parking spots for the remaining two concerts. Additionally, the City has been kind enough to provide garbage cans and barricades to ensure cleanliness and safety for all involved.

The road closures will be monitored by police officers from Coastal Alabama Community College, and we will ensure that all residents on that road will have easy and quick access to and from their homes.

Requests pertain to the following concerts:

- March 27th: School Street Road Closure, Morphy to Fairhope Avenue, from 6 a.m. until midnight.
- April 17th: No parking after 8 a.m. on the west side of School Street from Morphy to the college gravel parking lot.

- May 15th: No parking after 8 a.m. on the west side of School Street from Morphy to the College gravel parking lot.
- May 29th: School Street Road Closure, Morphy to Fairhope Avenue, from 6 a.m. until midnight.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

City of Fairhope

Approval Special Event Request

03	03	2026	**Date complete application submitted to Rental Facilities Department**

Event: Live at Five Spring Summer 2026 Street Closure

Person Requesting: Live at Five (Chesley Allegri)

Date of Event: 3/27/26,4/17/26,5/15/26,5/29/26

Location: School Street Between Morphy & Fairhope Ave

☐ **Approval/Disapproval supporting documentation attached.**

Approval:

Stephanie Hollinghead — Stephanie Hollinghead (Mar 3, 2026 10:23:16 CST) Date: 03/03/2026 Approx. security cost $ 0

Police Chief/Designee

John Thomas (Mar 3, 2026 11:17:17 CST) Date: 03/03/2026 Approx. cost city services $ 0

Director of Public Works/Designee

Paige Crawford — Paige Crawford (Mar 4, 2026 07:58:36 CST) Date: 3/4/2026

Director of Community Events

Disapproval:

_____ Date: _____

Police Chief

_____ Date: _____

Director of Public Works/Designee

_____ Date: _____

Director of Community Events

☐ **Route back to rental facilities department for application package finalization**

NOTES: _____

_____

Rev. 01/20 MS/CM

CITY OF FAIRHOPE
STREET & SPECIAL EVENT CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT

ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

✓ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.

✓ 2. Letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.

✓ 3. Route/Map of Special Event [Emergency Vehicle access must be provided]

Estimated Law Enforcement/Personnel Cost: $_____

✓ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)

____ 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.

✓ 6. Signatures from 75% businesses/residents directly affected by the street to be closed.

____ 7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advace)

____ 8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

✓ 9. Event details (Items, including the ones listed below, must be removed *immediately* following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

____	Law Enforcement Personnel	Provided by: Coastal Alabama Community College
____	Barricades	Provided by: City of Fairhope
____	Staging	Provided by:
____	Tents	Provided by:
____	Port-o-lets	Provided by:
____	Special transportation needs	Provided by:
____	Special electrical needs: _____	Provided by: _____

____ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

____ Street closing approved ____ Alcohol approved ____ ABC License if selling alcohol ____ Park/Street permit fees paid

LIVE AT 5

Fairhope, Alabama

February 9, 2026

Dear City Council Members,

Live at 5 is a non-profit organization (Friends of the Halstead, LLC) that brings live music to the City of Fairhope and raises money to provide music scholarships for local kids and adults. As we enter our Spring Season, we would like to request road closure for two shows and the use of parking spots for the remaining two shows. Additionally, the city has also been kind enough to provide garbage cans and barricades to ensure cleanliness and safety for all involved.

The road closures will be monitored by police officers from Coastal Alabama Community College and we will ensure that all residents on that road will have easy and quick access to and from their homes.

Requests pertain to the following shows:

- March 27th: School Street Road Closure, Morphy to Fairhope Ave., from 6a.m. until midnight
- April 17th: No Parking after 8a.m. on the west side of School Street from Morphy to the college's gravel parking lot
- May 15th: No Parking after 8a.m. on the west side of School Street from Morphy to the college's gravel parking lot
- May 29th: School Street Road Closure, Morphy to Fairhope Ave., from 6a.m. until midnight
- One trailer of metal barricades (approximately eighty total) for each show
- Twenty garbage cans (with lids) for each show / Recycling cans if available

If you have additional questions, please feel free to contact us.

Sincerely,

Chesley Allegri
Live at Five

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? School Street between Morphy and Fairhope Ave
2. Date Requested: Fri. March 27, 2026 Hours requested from: 6am Friday to 12a.m. Sat. (18 hr
3. Renter's Name: Live at Five

   Address: P.O. Box 1935

   City: Fairhope State: AL Zip: 36532

   Phone Numbers: 251.422.3778
4. Purpose of Use: Load-in area / Backstage area for live music concert (non-profit raising for grants)
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Trucks, cars - all other equipment will be on private property Rental Company: _____
8. Will you need electricity? ___ Yes x No For: _____

   Will you need water? ___ Yes x No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.

b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, *or* a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: _____ Date: 2/29/2026

City Personnel: _____ Fees Paid: All Dates Paid Date: 3/3/26 Ck. #: 881

-Office Use Only-

Application Signed/Dated ✓ *Permit/Deposit Fees* ✓ *Entered in Calendar* ✓

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? Reserve parking spots on west side of School St
2. Date Requested: Fri. April 17, 2026 Hours requested from: 8a.m. Friday to 12a.m. Sat. (18 hr
3. Renter's Name: Live at Five

   Address: P.O. Box 1935

   City: Fairhope State: AL Zip: 36532

   Phone Numbers: 251.422.3778
4. Purpose of Use: Band vehicles and trucks, sponsors
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: trucks, cars - all other equipment on private property Rental Company: _____
8. Will you need electricity? ___ Yes X No For: _____

   Will you need water? ___ Yes X No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.

b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, *or* a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: _____ Date: 2/9/2026

City Personnel: _____ Fees Paid: All Dates Paid Date: 3/3/26 Ck. #: 881

-Office Use Only-

Application Signed/Dated ✓ *Permit/Deposit Fees* ✓ *Entered in Calendar* ✓

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? Reserve parking west side of School Street
2. Date Requested: Fri. May 15, 2026 Hours requested from: 8am Friday to 12a.m. Sat. (18 hr+)
3. Renter's Name: Live at Five

   Address: P.O. Box 1935

   City: Fairhope State: AL Zip: 36532

   Phone Numbers: 251.422.3778
4. Purpose of Use: Band vehicles and trucks, sponsors
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: _____

   _____ Rental Company: _____
8. Will you need electricity? ___ Yes X No For: _____

   Will you need water? ___ Yes X No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.

b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, *or* a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: _____ Date: 2/9/2026

City Personnel: _____ Fees Paid: All Dates Paid Date: 3/3/26 Ck. #: 881

-Office Use Only-

Application Signed/Dated ✓ *Permit/Deposit Fees* ✓ *Entered in Calendar* ✓

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? School Street between Morphy and Fairhope Ave
2. Date Requested: Fri. May 29, 2026 Hours requested from: 6am Friday to 12a.m. Sat. (18 hr
3. Renter's Name: Live at Five

   Address: P.O. Box 1935

   City: Fairhope State: AL Zip: 36532

   Phone Numbers: 251.422.3778
4. Purpose of Use: Load-in area / Backstage area for live music concert (non-profit raising for grants)
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Trucks, cars - all other equipment will be on private property Rental Company:
8. Will you need electricity? ___ Yes X No For:

   Will you need water? ___ Yes X No For:

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.

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Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, *or* a 20% handling charge for cancellations.

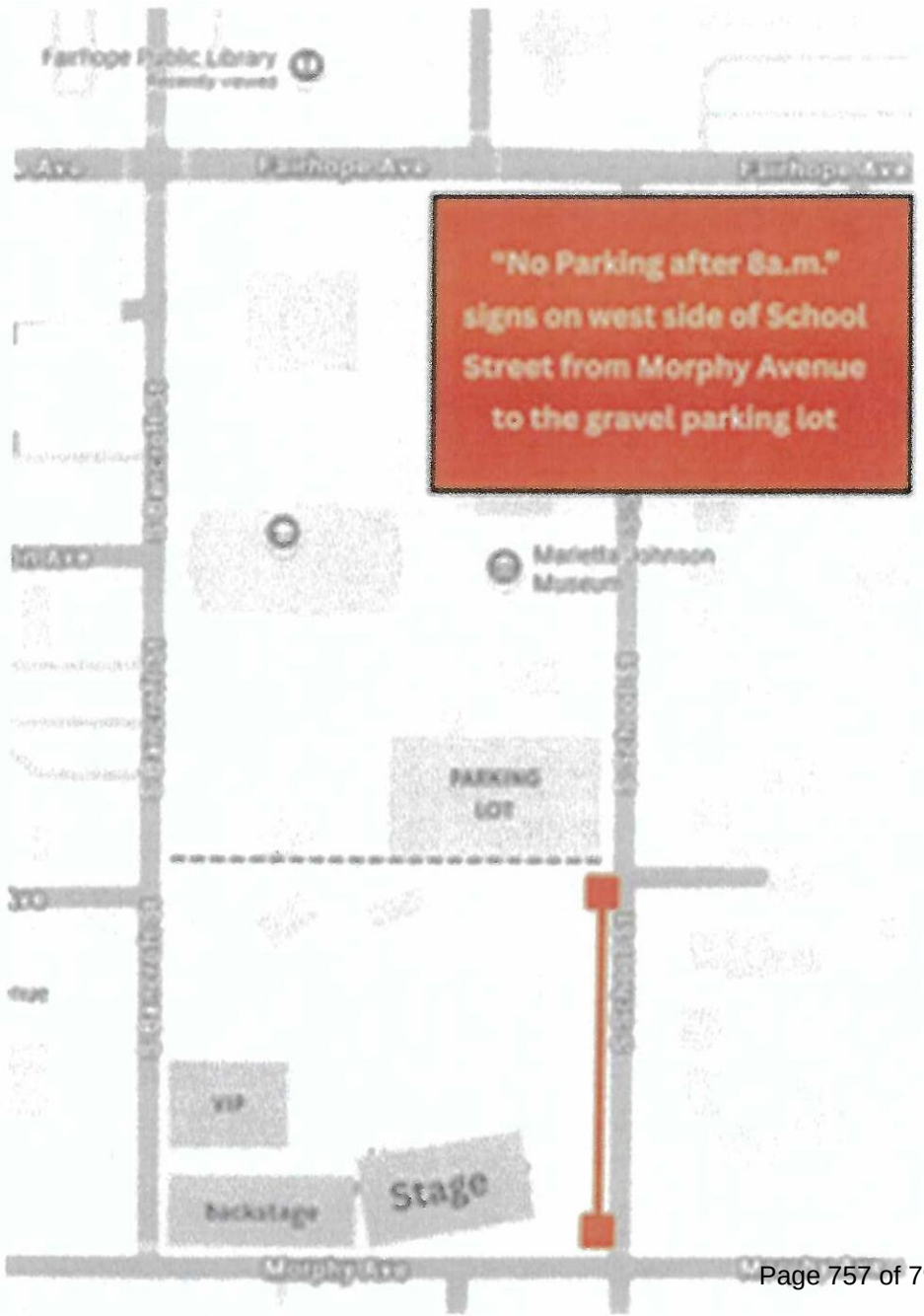
We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

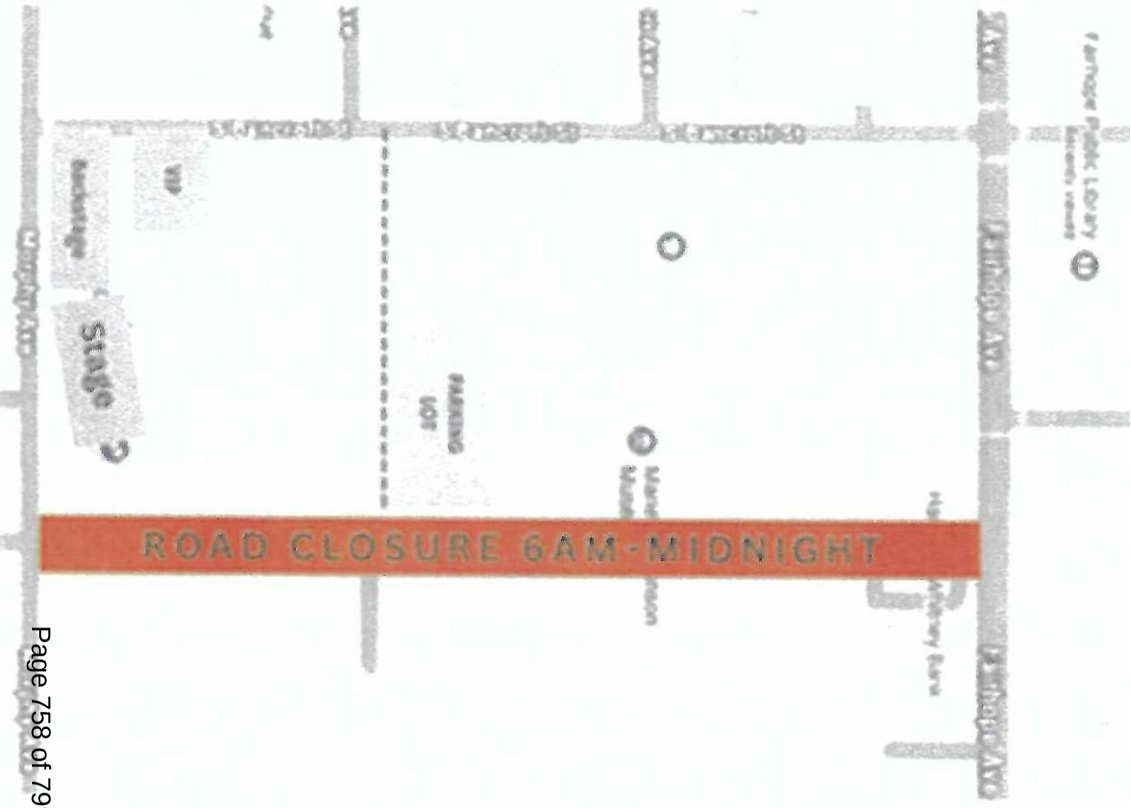
Renter's Signature: Date: 2/9/2026

City Personnel: Fees Paid: All Dates Paid Date: 3/3/26 Ck. #: 881

-Office Use Only-

Application Signed/Dated ✓ *Permit/Deposit Fees* ✓ *Entered in Calendar* ✓


Fairhope Public Library
Fairhope Ave
"No Parking after 8a.m." signs on west side of School Street from Morphy Avenue to the gravel parking lot
Marietta Johnson Museum
PARKING LOT
VIP
Backstage
Stage
Morphy Ave
April 17th and May 15th, 2026



March 27th and May 29th, 2026

DATE: 2·2·26

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: March 27 and May 29 - closure April 17 and May 15 - no parking Times: 6am - midnight 8am - midnight

Type of Event: Live at Five Concert

Street(s) to be closed: School Street between Morphy & Fairhope Ave.

☑ INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) **AND** Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*

☐ OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

***NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEOFRE TO YOUR EVENT. ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	SIGNATURE
Cindy Saxon	7 South School St.	(251) 928-6041	Cindy Saxon
Fred Taylor	5 South School	251 533 6179	
Isabella Tuttle	49 S School St	251-240-5062	Isabella Tuttle
Jennie Baggett	53 S School	251-850-6094	
	School	251-423-8069	
Deborah Newberry	67 S. School St	251.454.7901	Deborah Newberry
William Wilson	101 S. School St	251-583-0496	
Elaine Snyder-Conn	105 "	251 635 4322	Elaine Snyder Conn
Betty Siddeth	107 S. School St	251-928-5912	Betty Siddeth
Dan Howard	515 School	251 278-9972	

Person(s) responsible for collecting and authenticating above signatures: Name Marilyn Bezerek

Phone 251-990-0423

City of Fairhope
Park & Street Usage Charges
(per city ordinance (Nos. 1818, 1576, & 1486)

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Live at Five

Address: P.O. Box 1935, Fairhope Al 36532

Date of function: 3/27/26,4/17/26,5/15/26 & 5/29/26 Phone: 251 422 3778 No. in attendance: 2000

FEE SCHEDULE

Park Rental Fee: $200. per diem	
Street Rental Fee: $150. per diem 4 dates	$600
Additional Hours – past allotted four hour: @ $50 per hour 56 hours	$2800
Subtotal:	$3400
(X) **Non-profit organization; exempt from 50% rental fees.** *__Proof of 501 non-profit must be on file.__ **50% Non-Profit Rate:**	$1700
Refundable Clean-up Deposit:	1000
Balance Due:	$2700
Refund Due:	-

Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.

Notes: Balance Paid for all dates

Paid: 2700 Check# /Cash/CC 881 Date: 03/03/2026

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
01/13/2022
Employer ID number:
86-2430710
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 18, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053410007042

FRIENDS OF THE HALSTEAD INC
PO BOX 1935
FAIRHEOP, AL 36522

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Signature: John Thomas (Mar 3, 2026 11:17:17 CST)
Email: john.thomas@fairhopeal.gov

Signature: Paige Crawford
Paige Crawford (Mar 4, 2026 07:58:36 CST)
Email: paige.crawford@fairhopeal.gov

Live at Five Spring,Summer 2026 Street Closure Packett_0001

Final Audit Report 2026-03-04

Created:	2026-03-03
By:	Nick Martin (nicholas.martin@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcARwjR-rQnqvxLZPs-C0EeSF-eFXjKtq

"Live at Five Spring,Summer 2026 Street Closure Packett_0001" History

Document created by Nick Martin (nicholas.martin@fairhopeal.gov)
2026-03-03 - 1:26:29 PM GMT

Document emailed to stephanie.hollinghead@fairhopeal.gov for signature
2026-03-03 - 1:28:59 PM GMT

Email viewed by stephanie.hollinghead@fairhopeal.gov
2026-03-03 - 1:37:22 PM GMT

Signer stephanie.hollinghead@fairhopeal.gov entered name at signing as Stephanie Hollinghead
2026-03-03 - 4:23:14 PM GMT

Document e-signed by Stephanie Hollinghead (stephanie.hollinghead@fairhopeal.gov)
Signature Date: 2026-03-03 - 4:23:16 PM GMT - Time Source: server

Document emailed to John Thomas (john.thomas@fairhopeal.gov) for signature
2026-03-03 - 4:23:20 PM GMT

Email viewed by John Thomas (john.thomas@fairhopeal.gov)
2026-03-03 - 4:23:27 PM GMT

Document e-signed by John Thomas (john.thomas@fairhopeal.gov)
Signature Date: 2026-03-03 - 5:17:17 PM GMT - Time Source: server

Document emailed to paige.crawford@fairhopeal.gov for signature
2026-03-03 - 5:17:21 PM GMT

Email viewed by paige.crawford@fairhopeal.gov
2026-03-03 - 5:17:47 PM GMT

Signer paige.crawford@fairhopeal.gov entered name at signing as Paige Crawford
2026-03-04 - 1:58:34 PM GMT

Document e-signed by Paige Crawford (paige.crawford@fairhopeal.gov)
Signature Date: 2026-03-04 - 1:58:36 PM GMT - Time Source: server

Agreement completed.
2026-03-04 - 1:58:36 PM GMT

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-764

FROM:	Paige Crawford, DIRECTOR OF COMMUNITY AFFAIRS
SUBJECT:	Chris Morrison, CEO of Performance Regattas, LLC - Requesting permission to hold two events: Event 1: Setup and practice from April 6, 2026 through April 9, 2026; and Racing from April 10, 2026 through April 12, 2026. Event 2: Setup and practice from June 22, 2026 through June 25, 2026; and Racing June 26, 2026 through June 28, 2026. See Memorandum and Letter for complete list of requests.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council decision for request.

BACKGROUND INFORMATION:

Performance Regattas is building the first fan-first, media-optimized performance sail racing league in the United States. Our format features high-performance foiling boats, short 10–12-minute heats, downwind-focused courses for maximum speed and visibility, and multiple races per day designed to be exciting for both sailors and spectators.

For the peace of me and everyone involved we have requested from Fairhope Police Department via Shane Nolte for them to staff for security for the week of our event 6 PM to 8 AM every day to ensure safety of people and gear. This is how we are handling this with City of St Petersburg, Fl at our first 2 events this year and it works great.

What we need for the two events: (Event 1: setup & practice 4/6 to 4/9; Racing 4/10 to 4/12 // Event 2: setup & practice 6/22 to 6/25; Racing 6/26 to 6/28)

• Beach/Launching for 3 race boats / Beach Launching area for 3 demo boats
• Docking facilities for 7 Motor Vessels / RIBs (Provided by Blind Tiger and FYC)
• Parking for 3 box trailers Two box trailer will stay on site and RIB trailers can be off site.
• Shore space for staging (including a 10’x20’ inflatable tent, 2 / 10x10 sponsor tents)
• Viewing access from land or docks (The pier at full public access is great)
The 2026 League will feature three regional mini leagues, each venue will host two events, and top performers will advance to a Grand Final.

Special Request for Fairhope 1 April 6-13 with add on for Opti Group April 14-19

For the first event in Fairhope, we have a request from a top Opti coach in the south. He has a group of 15 of his clients competing in the Major Opti Event Two weeks after our event at the Fairhope Yacht Club. His team is coming to Fairhope 2 weeks early to practice. Due to the regulations on that event, they cannot launch out of the Fairhope Yacht Club until 4/20. He has requested to practice off the city beach with us for the week we are there. This would add another box trailer to our parking requirement. He has also ask what it would take to be able to keep the boats in the beach area for an additional week after our event. This is a major event they are having with over 300 kids sailing for a spot on the US team. We see this to help promote sport and the city for more major events. If any of these additional questions are not ok, we will work with this coach to find another beach for them set-up practice.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

APPLICATION FOR THE USE OF CITY OF FAIRHOPE PARKLANDS

We, the undersigned, hereby apply for the use of certain facilities at City of Fairhope Parklands, and in connection with said application, furnish the following:

1. We wish to use:
   ____ Henry George Park (park on bluff above Fire Hall) (E)
   __X__ Fairhope Beach Pavilion (W & E)
   ____ Park on South End of Pier (South Beach Park) (W&E)
2. Date Requested: _04/06/2026 to 04/13/2026 & 06/22/2026 to 06/29/2026 Hours requested: from __8:00____ to __21:00_.
   Renter's Name: __Performance Regattas, LLC_____

4. Address: _5232 N. Meridaian Road__ City: __Tallahassee_____ State: _FL____ Zip: _32312_____
5. Phone/Email Contacts: Mobile: _251.716.0343_ Work/Alt: _____

Email: _chris@performanceregattas.us_____6.Purpose of Use: _Run Our Fast Eddie Cup Regatta ___

7. Number of persons expected to attend (adults and minors): _40_____

8. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: __10X20 tent with Sponsor tents at 10x10_____

Rental Company: _____N/A_____

9. Will you need electricity? X Yes ____ No For: __110 to charge our batteries on our marks and race computers as well as power our pressure washer

Will you need water? X Yes ____ No For: __Wash our marks wash boats and hands.

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the parks, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the parks who are injured or suffer property damage that is in any way caused by my use of the parks. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the parks.

CLEANING & CANCELLATION POLICIES

a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 60 days prior to the event. No fee refunds will be made for cancellations made less than 60 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, *or* a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1818** as set forth by the governing body of the City of Fairhope and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: _____ Date: Sep 18, 2025

City Personnel: _____ Fees Paid: _____Yes Date: ___3/5/26__ Ck. #: __CC_____

-Office Use Only-

*Application Signed/Dated*_____ *Permit/Deposit Fees*_____ *Entered in Calendar*_____

Dear Fairhope City Council,

I hope this message finds you well. This is to inform the Council of our event and get any current needs and special request that require you to approve. How we use the beach and what we need is located below in section labeled **"What we need for the two events:"**. For the peace of me and everyone involved we have requested from Fairhope Police Department via Shane Nolte for them to staff for security for the week of our event 6 PM to 8 AM every day to ensure safety of people and gear. This is how we are handling this with City of St Petersburg, Fl at our first 2 events this year and it works great.

Performance Regattas is building the first fan-first, media-optimized performance sail racing league in the United States. Our format features high-performance foiling boats, short 10–12-minute heats, downwind-focused courses for maximum speed and visibility, and multiple races per day designed to be exciting for both sailors and spectators.

Our mission is to grow and advance U.S. sailing by:

- Showcasing top sailors and premier venues
- Engaging local communities and media
- Attracting families, youth sailors, and sports fans

What We Provide

- Full race management and professional race equipment
- High-performance foiling race boats
- Media production, GPS tracking, and content creation
- Competitor hospitality (food & beverage for athletes)
- National exposure and promotional content for the host venue
-

What we need for the two events: (Event 1: setup & practice 4/6 to 4/9; Racing 4/10 to 4/12 // Event 2: setup & practice 6/22 to 6/25; Racing 6/26 to 6/28)

- Beach/Launching for 3 race boats / Beach Launching area for 3 demo boats
- Docking facilities for 7 Motor Vessels / RIBs (Provided by Blind Tiger and FYC)
- Parking for 3 box trailers Two box trailer will stay on site and RIB trailers can be off site.
- Shore space for staging (including a 10'x20' inflatable tent, 2 / 10x10 sponsor tents)
- Viewing access from land or docks (The pier at full public access is great)

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We look forward to a wonderful couple of events, and in years to come.

Chris Morrison, CEO

251.716.0343

Think Inflatables, LLC

Performance Regattas, LLC

www.performanceregattas.us

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-765

FROM:	Paige Crawford, DIRECTOR OF COMMUNITY AFFAIRS
SUBJECT:	The Fairhope Rotary Club Foundation requests approval of the "Fairhope Rotary Club Steak Cook-Off" on May 9, 2026, for street closures on Bancroft Street, between Fairhope Avenue and Morphy Avenue, and Johnson Avenue between Section Street and Bancroft Street; event from 12:00 p.m. to midnight; and approval to allow alcohol on City streets contingent upon ABC License and approval.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council approves request.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

City of Fairhope

Approval Special Event Request

3	6	2026

Date complete application submitted to Rental Facilities Department

Event: Rotary Steak Cook Off

Person Requesting: Memorie Martinez

Date of Event: 5/9/2026

Location: See Attached Map

☑ **Approval/Disapproval supporting documentation attached.**

Approval:

Stephanie Hollinghead — Stephanie Hollinghead (Mar 10, 2026 13:46:02 CDT) Date: 3/10/2026 Approx. security cost $ 3307.50

Police Chief/Designee

John Thomas (Mar 11, 2026 07:20:24 CDT) Date: 3/11/2026 Approx. cost city services $ 500

Director of Public Works/Designee

Paige Crawford — Paige Crawford (Mar 13, 2026 11:18:16 CDT) Date: 3/12/2026

Director of Community Events

Disapproval:

_____ Date: _____

Police Chief

_____ Date: _____

Director of Public Works/Designee

_____ Date: _____

Director of Community Events

☐ **Route back to rental facilities department for application package finalization**

NOTES: _____

_____

Rev. 01/20 MS/CM

Rotary Club of Fairhope Foundation
Post Office Box 741
Fairhope, Alabama 36533-0741

Rotary Club of Fairhope Foundation

February 6, 2026

Dear Sir or Madam:

The Fairhope Rotary Club Foundation has paid necessary fees for the street closures of S. Bancroft from Fairhope Ave. to Morphy Ave. including Johnson St. for its event dated May 9th, 2026. The City of Fairhope is in receipt of the necessary funds for this reservation. We will need closing the streets at 12 P.M. to 11:59 P.M., permission to serve alcohol, law enforcement personnel, barricades, and WiFi booster if available.

Thank you for your consideration,

Event Coordinator:

Memorie Martinez

Contact Information:

Memorie9170@gmail.com

251-232-2038 or
251-517-7047

President: Lee Turner **Vice President:** Anil Vira **Secretary/Treasurer:** Ed Wall

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? Bancroft Ave / Johnson Ave / Bellangee Ave
2. Date Requested: May 9 2026 Hours requested from: 12:00 p.m to 12:00 A.m
3. Renter's Name: Fairhope Rotary Club
   Address: PO Box 741
   City: Fairhope State: Al Zip: 36532
   Phone Numbers: 251-232-2038
4. Purpose of Use: Steak · Cook-off Fairhope Rotary
5. Number of persons expected to attend (adults and minors): adults 3,500 - No Minors
6. Will there be alcohol on the premises during the event? Yes If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: There will be a stage on the Sidewalk in front of the Barn Building Coastal College Rental Company: Vista Event Pro
8. Will you need electricity? ✓ Yes ___ No For: Lighting at Booths
   Will you need water? ___ Yes ✓ No For: ___

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, *or* a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: Renee Mann Date: 2/27/26

City Personnel: ___ Fees Paid: $1425.00 Date: 3/6/26 Ck. #: 1093

-Office Use Only-

Application Signed/Dated ✓ *Permit/Deposit Fees* ✓ *Entered in Calendar* ✓

CITY OF FAIRHOPE
STREET & SPECIAL EVENT CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT

ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

____ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.

✓ 2. Letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.

✓ 3. Route/Map of Special Event [Emergency Vehicle access must be provided]

Estimated Law Enforcement/Personnel Cost: $ 3,400.00

✓ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)

____ 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.

✓ 6. Signatures from 75% businesses/residents directly affected by the street to be closed.

✓ 7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advace)

____ 8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

✓ 9. Event details (Items, including the ones listed below, must be removed ***immediately*** following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

- ✓ Law Enforcement Personnel — Provided by: City of Fairhope - Shane Nolte
- ✓ Barricades — Provided by: City of Fairhope - John Thom
- ✓ Staging — Provided by: Vista Event Pro
- ✓ Tents — Provided by: Miller Grand Events
- ✓ Port-o-lets — provided by: Baldwin Portable Toilets
- ____ Special transportation needs — provided by: None
- ✓ Special electrical needs: Boxes Dropped - City of Fairhope

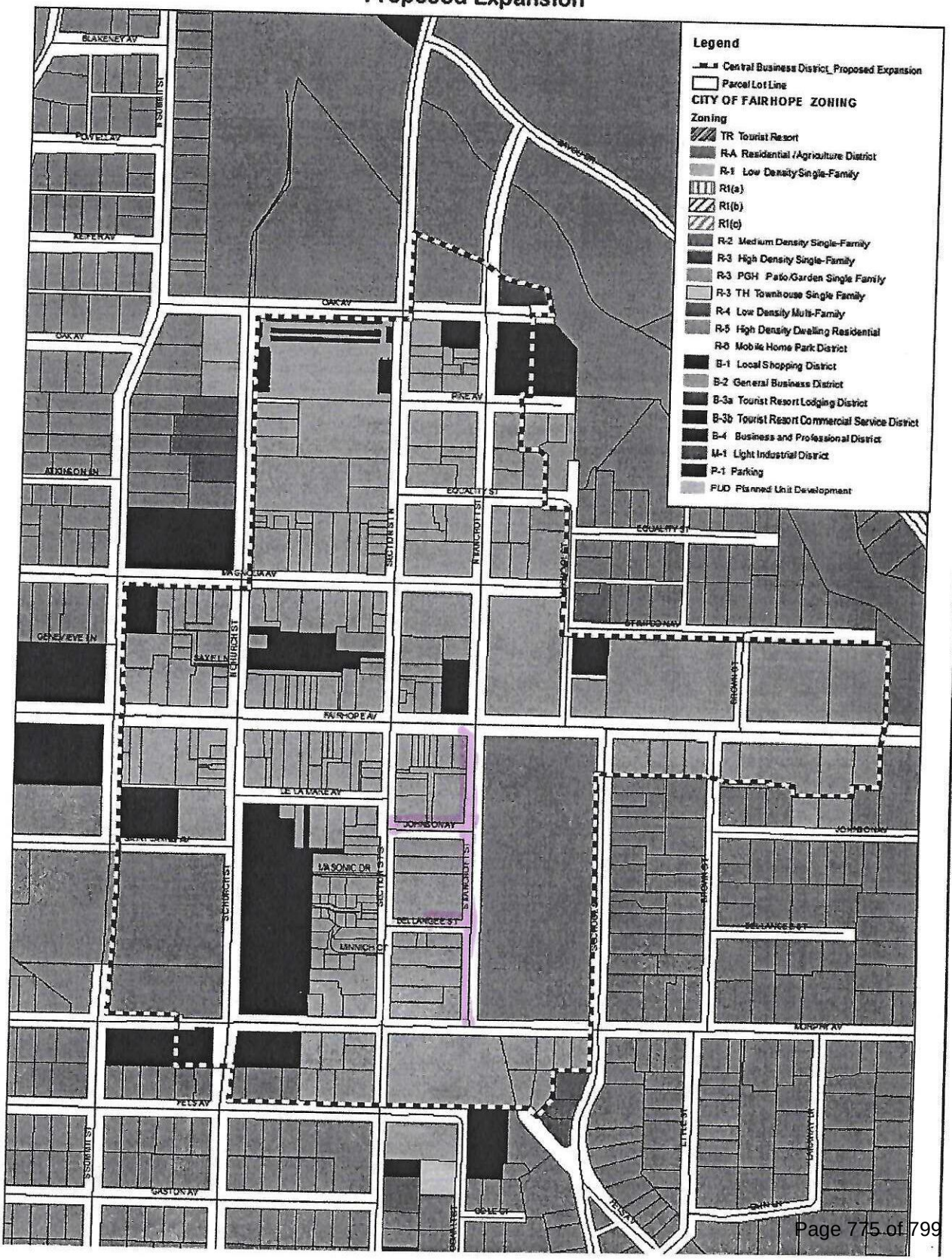
✓ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): please set date

Memorie Martinez 251-232-2038

Office use only

____ Street closing approved ____ Alcohol approved ____ ABC License if selling alcohol ____ Park/Street permit fees paid

Central Business District
Proposed Expansion



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 19 1998

THE FAIRHOPE ROTARY CLUB FOUNDATION
PO BOX 1469
FAIRHOPE, AL 36533

Employer Identification Number:
63-1187030
DLN:
17053020016039
Contact Person:
DAVID A DOEKER ID# 31168
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
October 27, 1997
Advance Ruling Period Ends:
December 31, 2001
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

DATE: 2/10/26

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: May 9, 2026 Times: 12:00 pm -- 12:00 Am

Type of Event: Charity Steak Cook-off

Street(s) to be closed: Bancroft (From Fairhope Ave to Morphy Ave)
Johnson Ave to Sechorst and Belanger St to Section St.

☐ INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) **AND** Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*

☐ OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

***NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEOFRE TO YOUR EVENT. ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	SIGNATURE
McClain Ashurst	411-B Johnson Ave	334-538-5495	
Kendall Wahlert	8 S Bancroft St	251-215-1783	Kendall Wahlert
Kelly Robbins	10 1/2 S. Bancroft	251-583-6623	
Joel Cunningham	10 S Bancroft	251-929-7724	
Breann Wesson	4S Bancroft	n/a	bwesson
Tucker Mayhew	426 Fairhope Ave.	928-7262	
Dion Kruger	422 Fairhope Ave	251-929-9609	
Zachary Kean	420 Fairhope Ave	251-270-7262	
Shaun Klein	416 Fairhope Ave	251 404-3621	
Ploy Kaewkwan	412 Fairhope Ave	251-210-3037	
Amelia Jackson	408 Fairhope Ave	(251)990-6474	
Brooke Kalifeh	404 Fairhope Ave	(251)929-8580	
Destini Koen	400 Fairhope Ave	251-928-2011	
Lee Tapscott	7 South Section	251-270-7298	
Samantha Lodell	15 South Section	251-928-3664	

Person(s) responsible for collecting and authenticating above signatures: Name Memorie Mayhew
Phone 251-232-2038

DATE: 2/10/26

NAME	ADDRESS	PHONE	SIGNATURE
Susan McCool	19 S Section	2512693191	Susan McCool
Cynthia Speer	21 S. Section	770.769.7275	
Elizabeth Collins	255 Section	251 929 3255	
Lisa Miller	25 S. Section	251-929-3279 OBJECTS	Lisa Miller
Murcka Slay	25 S. Section	251-928-3775	
Kim McCleman	The Colony Shop. 27 South Section St	251.928.8172	Kim McCleman
Michelle Wolfe	31 South Section	251-928-5200	Michelle Wolfe
GRETA FRITZ	35 South Section	251-990-3412	
Jane Kirkpatrick	~~4350 Bell~~ Section	251/656-3[illegible]	
Samuel Stokley	95 S. Section St.	251-928-8024	
Emma Snow	411 Fairhope Ave		
Mark Zippin	402 Bellangee Ave	251-990-0000	Mark Zippin
Amil Vera	404 Bellangee	251-928-4000	Amil K Vera

Person(s) responsible for collecting and authenticating above signatures: Name Memorie Martinez
Phone 251-232-2038

Signature: John Thomas (Mar 11, 2026 07:20:24 CDT)

Email: john.thomas@fairhopeal.gov

Signature: Paige Crawford (Mar 13, 2026 11:18:16 CDT)

Email: paige.crawford@fairhopeal.gov

Steak cook off 2026 Packet _2

Final Audit Report 2026-03-13

Created:	2026-03-10
By:	Nick Martin (nicholas.martin@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR8q7fSN9-Q33VthWYfth_Jk8s_EY9hUg

"Steak cook off 2026 Packet _2" History

Document created by Nick Martin (nicholas.martin@fairhopeal.gov)
2026-03-10 - 4:25:27 PM GMT

Document emailed to stephanie.hollinghead@fairhopeal.gov for signature
2026-03-10 - 4:26:53 PM GMT

Email viewed by stephanie.hollinghead@fairhopeal.gov
2026-03-10 - 6:45:13 PM GMT

Signer stephanie.hollinghead@fairhopeal.gov entered name at signing as Stephanie Hollinghead
2026-03-10 - 6:46:00 PM GMT

Document e-signed by Stephanie Hollinghead (stephanie.hollinghead@fairhopeal.gov)
Signature Date: 2026-03-10 - 6:46:02 PM GMT - Time Source: server

Document emailed to John Thomas (john.thomas@fairhopeal.gov) for signature
2026-03-10 - 6:46:30 PM GMT

Email viewed by John Thomas (john.thomas@fairhopeal.gov)
2026-03-10 - 6:46:45 PM GMT

Document e-signed by John Thomas (john.thomas@fairhopeal.gov)
Signature Date: 2026-03-11 - 12:20:24 PM GMT - Time Source: server

Document emailed to paige.crawford@fairhopeal.gov for signature
2026-03-11 - 12:20:27 PM GMT

Email viewed by paige.crawford@fairhopeal.gov
2026-03-11 - 12:20:32 PM GMT

Signer paige.crawford@fairhopeal.gov entered name at signing as Paige Crawford
2026-03-13 - 4:18:14 PM GMT

Document e-signed by Paige Crawford (paige.crawford@fairhopeal.gov)

Signature Date: 2026-03-13 - 4:18:16 PM GMT - Time Source: server

Agreement completed.

2026-03-13 - 4:18:16 PM GMT

Adobe Acrobat Sign

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-769

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	Request - Xinyue Pan, Alexandria Cumbie, and Emerson Chrinios Bardales (Fairhope High School Students participating in the International Baccalaureate Program) - Requesting permission to use the Fairhope Community Park for their CAS Project which will be a Bake Sale on Saturdays from April 4, 2026 through May 16, 2026 from 3:00 p.m. to 5:00 p.m. with proceeds donated to Prodisee Pantry.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council decision for request.

BACKGROUND INFORMATION:

As part of the International Baccalaureate Program's requirements, they are going to be completing a CAS Project. CAS stands for an initiative focused on Creativity, Activity, and Service which involves a non-profit effort to benefit our community. Prodisee Pantry is a local organization that supports families in need.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

Lisa A. Hanks, MMC

From: Xinyue Pan <xp.lu49@gmail.com>
Sent: Tuesday, March 10, 2026 3:58 PM
To: Lisa A. Hanks, MMC
Cc: emersonbardales446@gmail.com; alexandriacumbie@gmail.com
Subject: Request to Hold a Bakesale and Donate the Proceeds

Good afternoon Ms. Hanks,

We hope this email finds you well. We are students of Fairhope High School participating in the International Baccalaureate Program. As part of the program's requirements, we are going to be completing a CAS project—an initiative focused on Creativity, Activity, and Service—which involves a non-profit effort to benefit our community.

Bake Sale to held at Fairhope Community Park on Saturdays from April 4, 2026 through May 16, 2026 from 3:00 p.m. to 5:00 p.m.

For our CAS project, we are contemplating organizing a bake sale and would like to ask for your permission to hold it at Fairhope Municipal Park. The proceeds from the sale would be donated to Prodisee Pantry, a local organization that supports families in need.

We would be happy to provide any additional information or discuss this further at your convenience. Thank you for your time and consideration.

Sincerely,
Xinyue Pan, Alexandria Cumbie, and Emerson Chrinios Bardales

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-763

FROM:	Nicole Love, Grants Coordinator
SUBJECT:	Reappointment — Fairhope Environmental Advisory Board
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council Approval

BACKGROUND INFORMATION:

Fairhope Environmental Advisory Board reappointed Nigel Temple as a full board Member on January 9, 2026.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

FAIRHOPE ENVIRONMENTAL ADVISORY BOARD

NOMINEE

4 - Year Term

REAPPOINTMENT .

Nigel Temple

The term shall end January 2030.

FAIRHOPE
ENVIRONMENTAL ADVISORY BOARD

MEETING MINUTES ~ Standard Monthly Meeting
January 9, 2026 / 3-4 PM, Fairhope Public Library ~ Upstairs Board Room

ATTENDEES

COF Officials: Nicole Love, Justin Hammers, Evelyn Kilcrease

FEAB Board Members: Ben Frater, Nigel Temple, Jennifer Foutch, Anna Keane, Jim Horner, Carl Couret, Steven Scyphers, Sarah Bogdanovich, Amy Paulson
FEAB Members Absent: N/A
Official Quorum Count: 9/9

FEAB Active Participants: Gary Gover, Jeanine Normand, Sarah Chandler, Jamie Crawford, Nancy Harrison, Gustavo Douaihi

Honored Guests Kelsi Furman, Rachel Ball

Minutes Author: Nigel Temple
Commencement: Amy called the meeting to order at 3:00 p.m.

SUMMARY OF SALIENT DECISIONS, DISCUSSION, AND ACTIONS

- RESOLUTIONS:
  - Nigel Temple has been re-appointed as a full Board member - will go to the Council next month.
  - Gustavo Douaihi has been appointed as an Active Participant.

DETAILED MINUTES

1. Housekeeping
   a. RESOLUTION: Oct Meeting Minutes approved
   b. Membership
      i. Reappointment of Amy and Jennifer to Board approved by Council
      ii. Vote on Nigel (Board) passed, Gustavo Douaihi (Active Participant) passed
   c. Amy calls for February special meeting; FEAB approved

2. Introductions
   a. Councilman Gammon introduced himself
   b. FEAB group introductions
   c. Amy outlines group structure, logistics for meetings (e.g., frequency, special meetings, etc.)

3. Priority Initiatives and Subcommittee Reports
   a. Greenspace & Native Habitat
      i. Greenspace Assessment Working Group - Ben/Steven
         i. Ben and Steven give overview of program
            a. Identifying greenspace/open-space
            b. Needed full assessment of available qualifying property/parcels
            c. FEAB-University of South Alabama (USA) partnership to map qualifying property/parcels

ii. Action Items
    a. Mayor requests that FEAB present at City Council Meeting (Q2 '26?) – more information needed about what is desired (overview, status update, etc.)
    b. Hunter requests meeting with FEAB - FEB or WG(?); Ben and Steven to follow up with Hunter to schedule
        i. Tool updates/evolution and recommendations/use
        ii. Partners (Planning Dept, Bike and Ped, Trailblazers, Daphne, Parks & Rec; Baldwin County)
        iii. Action item following meeting: Ben and Steven to deliver workplan
ii. Greenspace Management – Justin
    i. Bug problem at Nature Center; requests help with solutions
    ii. Baldwin County Master Gardeners to deploy bluebird boxes in nature center.
        a. COF MUST ensure boxes are appropriately observed and managed/monitored. Unmonitored boxes can do more harm than good for the species. See North American Bluebird Society Fact Sheets
iii. SALT engagement
    i. Carl to engage SALT board about property easement utilization rules and flexibility to allow citizen use and/or incorporation in greenspace.

b. Sustainable Waste Management (SWaMP)- Sarah B/Sarah C/Jennifer/Gary
    i. Background:
        a. Began as majority composting effort; has evolved to also focus on recycling
    ii. Plans to engage community on composting
        a. Composting at home
    iii. Yard waste issue awareness
        a. Currently collected and disposed of in landfill: crushing and clay capping takes up valuable landfill space, creates excessive methane emissions, and provides no useable product (e.g., mulch)

4. New Items

a. FHS Future Farmers of America (FFA) / Update
    i. FHS will come to update at next meeting
    ii. Still looking for a site for pond.
b. Auburn Extension Homeowner LID and Habitat Workshop for Homeowners
    i. Native plants, storm water, etc.
    ii. Designed to equip homeowners with knowledge on LID and habitats
    iii. ACTION: Working group to be established; nicole send Auburn POC info to Amy
c. Draft Safety Action Plan – Nicole; council presentation on Mon, 12 Jan 2026

5. Wrap up

a. Involvement & Education Opportunities
    i. Clean Marina Designation Ceremony: January 14th at 10am
b. Future Agenda Items
c. Amy suggests a rotational Minutes/note-taker
    i. Group agrees

ADJOURNMENT: The meeting was adjourned at 4:23 p.m.
NEXT MEETING: February 13, 2026: 3-4, Fairhope Public Library Upstairs Boardroom.

FAIRHOPE
ENVIRONMENTAL ADVISORY BOARD

FEAB CONTACT INFORMATION:

Chairperson:

Amy Paulson	amy.paulson@yahoo.com	(251) 654-7401

Board Members:

Sarah Bogdanovich	smbogdanovich@gmail.com	(727) 421-7321
Carl Couret	ccouretjr@yahoo.com	(251) 518-6376
Jennifer Foutch	Foutch.jennifer@gmail.com	(618) 318-0354
Ben Frater	ben.frater@gmail.com	(404) 314-8815
Jim Horner	none	(251) 928-9722
Anna Miller	anna@keenliving.pro	(251) 279-0395
Steven Scyphers	sscyphers@southalabama.edu	(334) 701-8864
Nigel Temple	757nigel@gmail.com	(757) 803-3589

Active Participants

Sarah Chandler	sarahchandler504@gmail.com	(504) 239-6651
Lance Slater	lanceslater@gmail.com	(251) 599-5259
Jamie Crawford	7jamiecrawford7@gmail.com	TBD
Cynthia Rush	crush300@gmail.com	(251) 223-3880
Cassidy Redding	credding@southalabamalandtrust.org	(971) 724-8130
Jean Normand	DrJNormand@aol.com	(251) 278-4866
Nancy Harrison	twicethroughdunloe@gmail.com	(251) 923-9453
Carole Tebay	cftebay@gmail.com	(850) 466-6592
Gustavo Douaihi	gdouaihi@gmail.com	(225) 772-0258
Gary Gover	govers@bellsouth.net	(251) 990-8662

CITY CONTACTS:

Nicole Love, COF Grants Coordinator	nicole.love@fairhopeal.gov
Justin Hammers, COF Urban Forrester	justin.hammers@fairhopeal.gov
Christina LeJeune, COF Planning and Zoning Department	christina.lejeune@fairhopeal.gov

FAIRHOPE
ENVIRONMENTAL ADVISORY BOARD

MEETING REFERENCES

FEAB Vision: *to serve as a trusted, scientific resource providing a local environmental perspective to policy decisions to ensure environmental matters are given full consideration in the City's decision-making processes. We strive to positively affect the quality of life for all residents, their connection to our local ecosystems, and the resilience and sustainment of Fairhope as a small, yet world-class, city.*

FEAB Role: *the FEAB is dedicated to increasing awareness of environmental issues, offering recommendations to City administrators, and providing state-of-the-science consultation in the implementation of sustainable solutions.*

MEETING READ-AHEADS

Land Use Plan - Environmental Issues.

See FEAB NOTES and 2024 FEAB LUP SUPPORT LETTER TO CITY.

The following list identifies specific sections of the LUP that are relevant to the FEAB's mission, speak to member professional expertise, or have been identified as Board priorities. We offer our utility to the City as you identify opportunities and track progress across the LUP and particularly for the following Tasks:

Ongoing

- Task C-2: Preserve natural areas and wetlands for recreational use
- Task C-3: Enforce green space requirements within new developments
- Task C-6: Encourage pest control and landscaping companies to implement best practices when applying pesticide and fertilizer
- Task C-7: Promote living shorelines
- Task C-8: Preserve and maintain gullies for recreational areas
- Task C-11: Implement Low Impact Development through the use of green infrastructure
- Task C-12: Construct Low Impact Development pilot projects in public right-of way and green space
- Task G-1: Design more parks for passive recreation

Year 1:

- Task C-9: Develop and/or update City codes to protect the environment
- Task C-10: Identify development incentives for environmentally-friendly project components

Year 2-3

- Task C-4: Develop and implement green space maintenance plans for areas that are not covered by existing maintenance agreements
- Task E-20: Develop a citywide Bicycle, Pedestrian, and Greenways Masterplan

Year 3-5

- Task G-2: Develop new parks in the eastern and southern portions of Fairhope

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-710

FROM:	Lisa Hanks, CITY CLERK Stephanie Hollinghead, Chief
SUBJECT:	Application for Restaurant Liquor License by Charles Mereday, C&B 61 LLC, d/b/a Atticus, 61 N. Section St., Fairhope, AL 36532.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

Revised 09/2013

FEB 28 '25 AM 10:05

ZAH

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

ALCOHOLIC BEVERAGE LICENSE APPPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Charles Mereday SSN# ___ ___ ___

AGE ___ DATE OF BIRTH ___ PLACE OF BIRTH Hempstead, NY

MAILING ADDRESS 600 Hess Ave, Evansville, IN 47712

HOME # ___ WORK # ___

CELL # ___ FAX # ___

RESIDENCE ADDRESS 600 Hess Ave, Evansville, IN

NO.YEARS AT PRESENT ADDRESS 1 NO.YEARS AT PREVIOUS ADDRESS 1

PREVIOUS ADDRESS 1331 W Franklin St, Evan Sville, IN 47710

NAME AND ADDRESS OF BUSINESS C&B 61 LLC d/b/a Atticus Atticus 61 N Section St, Fairhope, AL 36532

NAME OF CORPORATION C&B 61 LLC

BUSINESS LOCATION 61 N Section St, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE no

IF SO, WHERE ___ UNDER WHAT NAME ___

HAS APPLICANT EVER BEEN ARRESTED no IF SO, WHERE ___

WHEN ___ WHAT WAS CHARGE ___

DISPOSITION ___

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Brittany Hadden	600 Hess Ave, Evansville IN 47712	
Dirk Flad	4101 Wembledon Dr W Mobile, 36608	
David Rusp	72 S Royal St, Mobile 36602	

City of Fairhope
Alcoholic Beverage
License Application
Page –2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

_____ **011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

__/__ **020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **140 - SPECIAL EVENTS LICENSE**

_____ **160 - SPECIAL RETAIL LICENSE** – More than 30 days

_____ **040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.

_____ **050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.

_____ **060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.

_____ **070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.

_____ **100 - WINE WHOLESALER LICENSE**

_____ **210 - WINE IMPORTER LICENSE**

_____ **200 - WINE MANUFACTURER LICENSE**

_____ **240 - NON-PROFIT TAX EXEMPT LICENSE**

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

SIGNATURE (FULL NAME) _____ DATE 2/27/26

NOT APPROVED _____ DATE _____
Chief of Police

APPROVED _____ DATE 3/6/26
Chief of Police

NOT APPROVED
B Y COUNCIL _____ DATE _____
City Clerk

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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

INCORPORATION MEMBERS

Applicant Charles Mereday d/b/a/ CTB 61 LLC dba Atticus

The following persons have a proprietary of profit interest in this business: (not needed for corporations whose stock is traded on a recognized stock exchange)

Name Charles Mereday Social Security Number _____

Date of Birth Age_ Place of Birth New York

Mailing Address 1600 Hess Ave Evansville IN 47712

Position with the Business owner

Telephone Number_ _____ Driver License Number_____ State IN

Name_____ Social Security Number_____

Date of Birth_____ Age_____ Place of Birth_____

Mailing Address_____

Position with the Business_____

Telephone Number_____ Driver License Number_____ State_____

Name_____ Social Security Number_____

Date of Birth_____ Age_____ Place of Birth_____

Mailing Address_____

Position with the Business_____

Telephone Number_____ Driver License Number_____ State_____

Name_____ Social Security Number_____

Date of Birth_____ Age_____ Place of Birth_____

Mailing Address_____

Position with the Business_____

Telephone Number_____ Driver License Number_____ State_____

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-771

FROM:	Lisa Hanks, CITY CLERK Stephanie Hollinghead, Chief
SUBJECT:	Application for Beer/Wine Off Premises License by Manning, Inc., d/b/a Apple Market, located at 187 Baldwin Square, Fairhope, Alabama 36532.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council approves the application.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

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):

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

ALCOHOLIC BEVERAGE LICENSE APPPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Manning, Inc. SSN# See Page 3

AGE ____ DATE OF BIRTH ____ PLACE OF BIRTH ____

MAILING ADDRESS 306 S. University Boulevard, Mobile, AL 36609

HOME # ____ WORK # ____

CELL # ____ FAX # ____

RESIDENCE ADDRESS ____

NO.YEARS AT PRESENT ADDRESS ____ NO YEARS AT PREVIOUS ADDRESS ____

PREVIOUS ADDRESS ____

NAME AND ADDRESS OF BUSINESS Apple Market

187 Baldwin Square, Fairhope, AL 36532

NAME OF CORPORATION Manning, Inc.

BUSINESS LOCATION ____

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE see attached UNDER WHAT NAME Manning, Inc.

HAS APPLICANT EVER BEEN ARRESTED no IF SO, WHERE ____

WHEN ____ WHAT WAS CHARGE ____

DISPOSITION ____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Laura Searcy	15 W 165 Service Road N Mobile, AL 36608	
Richard Wilkens	8 St. Joseph Street Mobile, AL 36602	
Chris Blackmon	4 Hand Avenue Bay Minette, AL 36507	

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

_____ **011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **140 - SPECIAL EVENTS LICENSE**

_____ **160 - SPECIAL RETAIL LICENSE** – More than 30 days

_____ **040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.

X **050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.

_____ **060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.

X **070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.

_____ **100 - WINE WHOLESALER LICENSE**

_____ **210 - WINE IMPORTER LICENSE**

_____ **200 - WINE MANUFACTURER LICENSE**

_____ **240 - NON-PROFIT TAX EXEMPT LICENSE**

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

Betsy Schiel POA — 3/19/26
SIGNATURE (FULL NAME) — DATE

NOT APPROVED _____ DATE _____
Chief of Police

APPROVED _____ DATE 3/19/26
Chief of Police

NOT APPROVED
B Y COUNCIL _____ DATE _____
City Clerk

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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

INCORPORATION MEMBERS

Applicant: Manning, Inc. d/b/a/ Apple Market

The following persons have a proprietary of profit interest in this business: (not needed for corporations whose stock is traded on a recognized stock exchange)

Name Kamal Constantine Social Security Number _____

Date of Birth _____ Age _____ Place of Birth Bifkaya, Lebanon

Mailing Address Mobile, AL 36695

Position with the Business CEO

Telephone Number _____ Driver License Number _____ State AL

Name David M. White Social Security Number _____

Date of Birth _____ Age _____ Place of Birth Pensacola, FL

Mailing Address Mobile, AL 36608

Position with the Business CFO

Telephone Numbe _____ Driver License Number _____ State AL

Name Donald Adam manning Social Security Number _____

Date of Birth _____ Age _____ Place of Birth Mobile, AL

Mailing Address Daphne, AL 36526

Position with the Business COO

Telephone Number _____ Driver License Number _____ State AL

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

OTHER BUSINESSES WITH ALCOHOLIC BEVERAGE LICENSES

Piggly Wiggly in Spanish Fort

Piggly Wiggly in Loxley

Piggly Wiggly in Foley

Piggly Wiggly in Fairhope

Piggly Wiggly 4 in Saraland

Piggly Wiggly 2 in Mount Vernon

Piggly Wiggly in Mobile – University Boulevard

Piggly Wiggly in Mobile – Moffett Road

Piggly Wiggly in Mobile – Dauphin Island Parkway

Piggly Wiggly in Mobile – Moffett Road

Food Champs in Mobile - Dauphin Island Parkway

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-770

FROM:	Marcus McDowell, City Attorney
SUBJECT:	Executive Session - To Discuss pending and potential litigation.
AGENDA DATE:	March 23, 2026

RECOMMENDED ACTION:

That the City Council approves to go into Executive Session.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
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GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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