

Town of Perdido Beach
Special Council Meeting Minutes
Town Hall
July 22, 2020-6:30 pm

Call to Order: The Perdido Beach Town Council held a special called meeting at Town Hall on July 22, 2020 with Mayor Kae Hamilton presiding. The meeting was called to order at 6:30 pm.

Members Present: Council Members: Mayor Kae Hamilton; Councilman Gary Kiefer, Councilman Thomas Bloxham, Councilman Steve Love, Councilman Oliver Guilford and Councilman Andrew Stewart

Members Absent: None

Others Present: Lynn Thompson-Town Clerk and Members of the Town.

Invocation and Pledge of Allegiance: Councilman Guilford gave the invocation and the pledge of Allegiance was recited by all.

ITEM: Motion to add agenda item.

Motion by Councilman Love, second by Councilman Bloxham to "add" RESOLUTION 2020-11 ENTERING INTO AND EXECUTING A CONTRACT WITH BLADE CONSTRUCTION, LLC FOR CONSTRUCTION OF A BOAT LAUNCH AND PIER AT STATE STREET PARK.

All in favor, motion carried unanimously.

Public Comments: Council members as well as members of the public asked Mr. Vince Lucido for clarification concerning the boat launch and pier; such as wetland buffer, depth of ramp, time frame for beginning construction and a gate.

Catherine Cubbage and Sandy McAnally introduced themselves as candidates in the upcoming municipal election.

Mrs. Gross asked that someone from the Council reach out to a property owner adjoining the park to address their concerns.

Mr. Bob Gross read list of questions to the Council. (List attached)

ITEM: RESOLUTION 2020-__ ENTERING INTO AND EXECUTING A CONTRACT WITH BLADE CONSTRUCTION, LLC FOR CONSTRUCTION OF A BOAT LAUNCH AND PIER AT STATE STREET PARK.

Motion by Councilman Bloxham, second by Councilman Stewart for immediate consideration.

Roll Call Vote:

"YES"

"ABSTAIN"

"NO"

Councilman Kiefer

Councilman Love

Councilman Bloxham

Councilman Guilford

Councilman Stewart

Mayor Hamilton

All in favor motion carried unanimously

Motion by Councilman Bloxham, second by Councilman Stewart to waive the reading. All in favor, motion carried.

Motion by Councilman Bloxham to adopt Resolution 2020-11.

Discussion:

Roll Call Vote:

"YES"

"ABSTAIN"

"NO"

Councilman Kiefer

Councilman Love

Councilman Bloxham

Councilman Guilford

Councilman Stewart

Mayor Hamilton

All in favor motion carried unanimously

ITEM: A RESOLUTION TO DESIGNATE PUBLIC PARKING SPACES AND PROVIDE RESTRICTIONS FOR STATE STREET PARK AREA (First Reading)

Council discussed and agreed on changes to be made to the Draft Resolution>Council also agreed on the verbiage and types of signs needed in the Park area.

Clerk would make changes discussed and the Resolution would be brought to the next regular Council Meeting.

Adjourn:

Motion by Councilman Bloxham, seconded by Councilman Love to adjourn. The meeting ended at 7:36 am

Kae Hamilton

Kae Hamilton, Mayor

Attest:

Lynn Thompson

Lynn Thompson, Town Clerk



RESOLUTION 2020-11 ENTERING INTO AND EXECUTING A CONTRACT WITH BLADE CONSTRUCTION, LLC FOR CONSTRUCTION OF A BOAT LAUNCH AND PIER AT THE STATE STREET PARK.

WHEREAS, Section 11-43-56, Code of Alabama 1975, states: **Management and control of finances and property of municipality.** Except as otherwise provided in the title, the council shall have the management and control of the finances and all the property, real and personal, belonging to the city or town; and

WHEREAS, Section 11-47-5, Code of Alabama 1975, states: **Execution of contracts.** Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality; and

WHEREAS, the bid was advertised and only one bid was received from BLADE CONSTRUCTION, LLC; and


WHEREAS, after LUCIDO ENGINEERING AND SURVERYING LLC, review and discussion of the bid, BLADE CONSTRUCTION did lower his bid considerably and said engineer finds BLADE CONSTRUCTION has successfully submitted all required documents as indicated in their instructions to bidders and further recommends that the Mayor and Town Council accept BLADE CONSTRUCTION as the qualified bidder.

THEREFORE, BE IT RESOLVED, that upon recommendation from LUCIDO ENGINEERING AND SURVERYING LLC that the Town Council does hereby accept the bid and award contract for construction of the State Street Boat Ramp and Pier, as stated in the bid for a total contract amount of the revised lower bid of \$119,968.25 reduced from \$166,870.25 with a construction time of 100 calendar days.

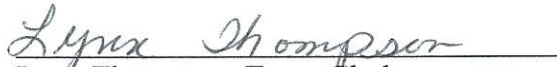
BE IT FURTHER RESOLVED that by accepting this bid, construction will not begin until all contracts executed by both parties and the tax-exempt certificate and all related documents with the Alabama Department of Revenue are in place. At which time a pre-construction conference will be scheduled and a notice to proceed will be issued.

Contract shall be in writing, signed and executed by the Mayor in the name of the Town of Perdido Beach and all obligations for payment for compensation shall be attested by the clerk.

APPROVED this **22nd day of July, 2020** by the Town Council in special session assembled and under the Seal of the Town of Perdido Beach, Alabama.


Kae Hamilton, Mayor

ATTEST:


Lynn Thompson, Town Clerk

PROPOSAL FORM

MADE BY: Blade Construction LLC

ADDRESS: PO Box 359, Bon Secour, AL 36511

TO: The Town of Perdido Beach

The undersigned, as Bidder, proposes and agrees, if this Bid is accepted, to enter into a Contract with The Town of Perdido Beach, in the form of Contract specified and shown in the attached Contract Documents, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the State Street boat Ramp and Access, as described in the Advertisement for Bids, and in the Contract Documents, which are hereby referred to and made a part of the same extent as if fully set out herein, and in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Instructions to Bidders, General Conditions, and other Contract Documents, for the following unit prices:

UNIT PRICES: The following unit price quotations include all labor, materials and equipment required to perform the work involved, and will be used to determine the amount to be added to or deducted from the Contract Price. See Unit Price Section - Unit Prices for complete requirements.

ADDENDA: The Bidder acknowledges receipt of Addenda Numbers. _____, _____, _____, _____, _____, _____.

The Bidder declares that he has examined the site of the work, that he has fully informed himself of conditions that would affect the proposed work, that, prior to the tender of his bid, he has examined the Contract Documents for the work and has read all special instructions and provisions contained in the Documents, and that he has satisfied himself with respect to the quality and extent of work to be performed.

The Bidder declares that he is fully capable and experienced in performing the work as outlined in the unit prices and as reflected in the specifications here in and the design drawings; and further affirms that he has completed similar projects installing piers and boat ramps of similar length. Bidder must list on the following lines at least three (3) projects completed in the last ten (10) years that included a minimum of "push slab" type boat ramp construction and pier construction.

Job Name/Date Completed	Description	Client/Location/Phone #
1. <u>Graham Creek</u> <u>Nature Preserve</u>	<u>12 116</u>	<u>Foley AL</u> <u>Rachel Keith</u> <u>City of Foley</u>
2. <u>Seminole Landing</u>	<u>4 118</u>	<u>Dustin Thweatt</u> <u>Baldwin County</u>
3. <u>Alabama Gulf</u> <u>Coast Zoo</u>	<u>3 120</u>	<u>Joey Cennard</u>

The Bidder declares that he understands that, when quantities of work for which unit price bids are requested in the Proposal, such quantities are approximate only and are subject to either increase or decrease, that, should the quantities of any of the work items be increased, the Bidder proposes to perform the additional work at the unit prices bid by him, that, should the quantities of any of the work items be decreased, payment will be made only for the actual quantities of work performed and such payment will be based upon the unit prices bid by him, and that he shall make no claim for profits anticipated on the decrease in quantities of work. Actual quantities will be paid for as the work progresses, in accordance with the provisions of the Contract Agreement, and such quantities shall be subject to final measurements and determinations made upon completion of the work.

The Bidder understands that the Owner reserves the right, in the Owner's discretion, to reject any or all bids, to waive any informality in any bid, and to accept any bid considered to be advantageous to the Owner.

The Bidder agrees that his bid shall be valid for a period of sixty (60) calendar days after the date set for receipt of bids, and shall not be withdrawn for a period of sixty (60) calendar days after the date set for receipt of bids.

The Bidder has attached hereto a Bid Bond executed by a Surety Company authorized to do business in the State of Alabama (with valid Power-of-Attorney attached), or a cashier's check drawn on an Alabama bank, in favor of (made payable to) the Town of Perdido Beach, in the amount of 5% of the bid amount (total), but in no event more than \$10,000.

The Bidder agrees that, should he be notified that his Bid on the work has been accepted, he will, within ten (10) days from receipt of such notice, execute the formal Contract Agreement bound herein, and will furnish with the Contract evidence of Insurance Coverage of his construction operations and all of his operations associated with the project, all in accordance with the requirements of the General Conditions.

The Bidder further agrees that, in case of failure on his part to execute said Contract Agreement, and to furnish all Bonds required by the Contract Documents, within ten (10) consecutive calendar days after receipt of notice of award of Contract to him, the monies payable to the Obligee of his Bid Bond, in accordance with the terms and conditions of the Bond, shall be paid to the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure on the part of the Bidder.

The Bidder hereby agrees that, should the work under the Contract be awarded to him, he will commence work under this Contract on or before a date to be specified in written "Notice to Proceed" given by the Owner, and that he will fully complete the Contract within one hundred (100) consecutive calendar days thereafter. Refer to Section 011000 Summary for additional completion requirements. The Bidder further agrees to pay, as liquidated damages, the sum \$200 for each consecutive calendar day after the date set for completion of the work, as provided in the General Conditions. The Bidder further agrees that he will not make any claim for extra compensation should completion of work under the Contract be effected in advance of the time specified hereinabove.

The undersigned Bidder states that he fully understands the meaning of "low, responsive, responsible Bidder", as defined in these Documents, and that these criteria will be applied in the evaluation of this Bid.

The undersigned, as Bidder, hereby declares that the name (or names) of the only person (or persons) interested in this Proposal, as principal (or principals), is (or are) as herein below set out and that no person other than that (or those) herein below stated has any interest in this Proposal, or in the Contract to be entered into; that this Proposal is made without connection with any other person, firm or corporation making a proposal; and that it is in all respect fair and in good faith, without collusion or fraud.

Following are the names and addresses of all persons, firms, and corporation interested in the foregoing bid:

Blade Construction LLC
R

Address:

PO Box 359
Bon Secour AL 36511

Respectfully submitted,

[Signature]
By Colin Uker
President

Title

Date 7/10/20

Contractor's License No. 44220
(SEAL - if Bid is made by a Corporation)

PART 2 - PRODUCTS

2.1 Estimated Quantities

Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Mobilization	LS	LS	5000	5000
2	Clearing & Grubbing	LS	LS	4000	4000
3	Turbidity Curtain (In Place)	LS	LS	25	6875
4	Silt Fence	LS	200	5	1000
5	Unclassified Excavation	CY (in place)	100	8	800
6	Select Fill	CY (in place)	100	18	1800
7	Gravel Base (#57 Stone)	CY (in place)	100	160	16000
8	Rip Rap Class (Class 1)	Ton (in place)	30	15.5	4650
9	Concrete Boat Ramp (Push Slab, Below Waterline)	LF (in place)	72	232	16704
10	Concrete Boat Ramp (Above Waterline)	LF (in place)	55	200	11000
11	5 Foot Wide Boardwalk (Wetland Crossing)	LF (in place)	60	460	27600
12	5 Foot Wide Pier	LF (in place)	100	564.1	56410
13	Concrete ADA Parking Area	SY	70	71.5	5005
14	Concrete Sidewalk 4" Thick	SY	45	48.25	2171.25
15	3:1 Concrete Headwall	EA	2	1500	3000
16	11"x18" RCAP Class 4	LF	60	38	2280
17	Solid Sod	SY	60	5	300
18	Grassing & Mulching	SY	120	10	1200
19	Handicap Sign	EA	1	175	175
20	Handicap Sign (Van)	EA	1	150	150
21	Handicap Symbol & Striping	LS	LS	750	750

TOTAL

166,870.30

166,870.25 (w)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Blade Construction, LLC

as Principal, and U. S. Specialty Insurance Company

as Surety, are hereby held and firmly bound unto

The Town of Perdido Beach

as owner in the penal sum of Five Percent of Amount Bid----- (\$5% of amt bid)

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 10th day of July, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Perdido Beach a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

State Street Water Access and Boat Ramp

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Blade Construction, LLC



(L.S.)

Principal

U.S. Specialty Insurance Company

Surety

By



Laura D. Mosholder, Attorney-in-fact and
AL Licensed Nonresident Agent

SEAL



**TOKI MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Laura D. Mosholder of Sanford, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Twenty Five Million***** Dollars (***25,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

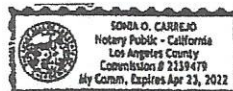
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10th day of June, 2018.

Corporate Seal
Bond No. [Signature]
Agency No. 11680



[Signature]
Kio Lo, Assistant Secretary

PART 2 - PRODUCTS

2.1 Estimated Quantities

Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Mobilization	LS	LS	5000	5000
2	Clearing & Grubbing	LS	LS	4000	4000
3	Turbidity Curtain (In Place)	LS	LS	25	6875
4	Silt Fence	LS	200	5	1000
5	Unclassified Excavation	CY (in place)	100	8	800
6	Select Fill	CY (in place)	100	18	1800
7	Gravel Base (#57 Stone)	CY (in place)	100	160	16000
8	Rip Rap Class (Class 1)	Ton (in place)	30	155	4650
9	Concrete Boat Ramp (Push Slab, Below Waterline)	LF (in place)	72	232	16704
10	Concrete Boat Ramp (Above Waterline)	LF (in place)	55	200	11000
11	5 Foot Wide Boardwalk (Wetland Crossing)	LF (in place)	60	460	27600
12	5 Foot Wide Pier	LF (in place)	100	564.1	56410
13	Concrete ADA Parking Area	SY	70	71.5	5005
14	Concrete Sidewalk 4" Thick	SY	45	48.25	2171.25
15	3:1 Concrete Headwall	EA	2	1500	3000
16	11"x18" RCAP Class 4	LF	60	38	2280
17	Solid Sod	SY	60	5	300
18	Grassing & Mulching	SY	120	10	1200
19	Handicap Sign	EA	1	175	175
20	Handicap Sign (Van)	EA	1	150	150
21	Handicap Symbol & Striping	LS	LS	750	750

TOTAL

166,870.30

166,870.25 (w)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

PROJ. NO. 17089

UNIT PRICES

UP - 2

PART 2 - PRODUCTS

2.1 Estimated Quantities

Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	Mobilization	LS	LS	5000	5000.00
2	Clearing & Grubbing	LS	LS	4000	4000.00
3	Turbidity Curtain (In Place)	LS	LS	25	6875.00
4	Silt Fence	LS	200	5	1000.00
5	Unclassified Excavation	CY (in place)	100	8	800.00
6	Select Fill	CY (in place)	100	18	1800.00
7	Gravel Base (#57 Stone)	CY (in place)	100	160	16000.00
8	Rip Rap Class (Class 1)	Ton (in place)	30	155	4650.00
9	Concrete Boat Ramp (Push Slab, Below Waterline)	LF (in place)	72	232	16704.00
10	Concrete Boat Ramp (Above Waterline)	LF (in place)	55	200	11000.00
11	5 Foot Wide Boardwalk (Wetland Crossing)	LF (in place)	60	214.75	12885.00
12	5 Foot Wide Pier	LF (in place)	100	242.23	24223.00
13	Concrete ADA Parking Area	SY	70	71.5	5005.00
14	Concrete Sidewalk 4" Thick	SY	45	48.25	2171.25
15	3:1 Concrete Headwall	EA	2	1500	3000.00
16	11"x18" RCAP Class 4	LF	60	38	2280.00
17	Solid Sod	SY	60	5	300.00
18	Grassing & Mulching	SY	120	10	1200.00
19	Handicap Sign	EA	1	175	175.00
20	Handicap Sign (Van)	EA	1	150	150.00
21	Handicap Symbol & Striping	LS	LS	750	750.00
TOTAL					119,968.25

PART 3 - EXECUTION (Not Used)

Revised

END OF SECTION 012200