

**Resolution 2024-R-54**

***A Resolution accepting a Bid for the Drilling of Test Wells and Authorizing the Mayor to Enter into an Agreement Related Thereto***

**WHEREAS**, the invitation to bid for the Drilling of Test Wells (“Project”) was prepared in compliance with the provisions of the Alabama Bid Law; and

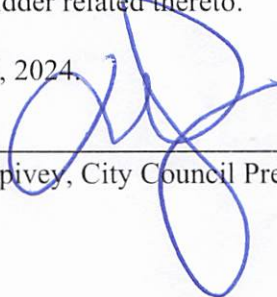
**WHEREAS**, the City of Irondale publicly opened and read aloud the Project bids that were submitted, as shown in the table below:

<b>COMPANY</b>	<b>TOTAL BID PRICE (including Base Bid and all Allowances)</b>
Morrow Water Technologies, Inc.	\$479,450.00
Weldon Drilling Company, Inc.	No Bid

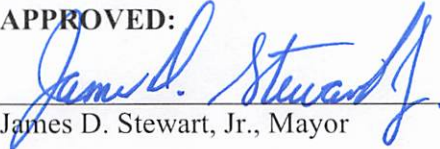
**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present as follows:

1. The total bid (including Base Bid and all Allowances) from Morrow Water Technologies, Inc. in the total amount of \$479,450.00 is accepted.
2. Mayor James D. Stewart, Jr., or his designee, is hereby authorized to enter into an agreement with Morrow Water Technologies, Inc. (in substantially the form attached hereto as Exhibit A) for such amount not to exceed \$479,450.00 and to execute all other necessary documents with the bidder related thereto.

**ADOPTED & APPROVED:** This 17th day of April, 2024.

  
\_\_\_\_\_  
David Spivey, City Council Presiden

**APPROVED:**

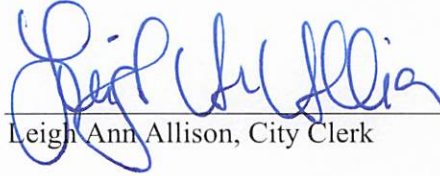
  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on April 17, 2024, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**AGREEMENT**

THIS AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
("Effective Date") by and between                     **The City of Irondale, Alabama**                    ,  
hereinafter called "OWNER" and \_\_\_\_\_ doing business as a  
"Corporation", " Partnership", "an Individual", or Limited Liability Company (LLC)  
hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_  
                    **Exploratory Test Well Drilling**                     as set forth in the CONTRACT DOCUMENTS,  
This WORK shall encompass drilling at least one (1) but up to five (5) test wells ("WORK").  
The exact number of test wells to be drilled shall be determined at the sole discretion of the  
OWNER. CONTRACTOR shall only be paid for WORK completed.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment,  
labor, and other services necessary for the construction and completion of the PROJECT  
described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT  
DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED  
and will complete the same within \_\_\_\_\_ calendar days unless the period for completion is  
extended otherwise by the CONTRACT DOCUMENTS. The Contractor further agrees to pay,  
as liquidated damages, the sum of \$ \_\_\_\_\_ for each consecutive calendar day thereafter as  
hereinafter provided in the GENERAL CONDITIONS and SPECIAL PROVISIONS.

4. The CONTRACTOR agrees to perform the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid
- (D) Bid Bond
- (E) Agreement
- (F) General Specifications
- (G) Supplemental General and Special Provisions
- (H) Payment Bond
- (I) Performance Bond
- (J) Notice of Award
- (K) Notice to Proceed
- (L) Change Order
- (M) DRAWINGS prepared or issued by Municipal Consultants, Inc. numbered \_\_\_\_\_ through \_\_\_\_\_, and dated \_\_\_\_\_, 20\_\_\_\_.
- (N) SPECIFICATIONS prepared or issued by Municipal Consultants, Inc. dated \_\_\_\_\_, 20\_\_\_\_.
- (O) ADDENDA:
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The Contractor enters into this Agreement with the Owner as an independent contractor and, as such, agrees that neither the Owner nor its elected officials, officers, agents, employees, engineers or inspectors shall be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons performing any of the work pursuant to this Agreement. The Contractor shall be solely responsible for controlling construction manner, means and techniques consistent with the Contract Documents, Plans and Specifications.

9. This Agreement, together with the "Contract Documents" as defined in Section 5 of this Agreement constitute the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

IN WITNESS, WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 3 counterparts, each of which shall be (Number) deemed an original on the date first above written.

**OWNER:**

The City of Irondale, Alabama

By

*James D. Stewart, Jr.*

Name

James D. Stewart, Jr.

Title

Mayor

(SEAL)

ATTEST:

\_\_\_\_\_

Name

Title

**CONTRACTOR:**

By

Name

Address

(SEAL)

ATTEST:

\_\_\_\_\_

Name

Title

**City of Irondale, Alabama**  
**Exploratory Test Well Drilling**  
**Bid Date / Time: April 15, 2024 @ 2:00 p.m.**

				Morrow Water Technologies, Inc.	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	500	Linear Foot	12" Casing Installation	\$77.00	\$38,500.00
2	2,000	Linear Foot	8" Casing Installation	\$67.00	\$134,000.00
3	500	Linear Foot	6" Casing Installation	\$57.00	\$28,500.00
4	750	Linear Foot	12" Drilled Borehole	\$67.00	\$50,250.00
5	1,250	Linear Foot	8" Drilled Borehole	\$57.00	\$71,250.00
6	100	Linear Foot	6" Drilled Borehole	\$47.00	\$4,700.00
7	100	Hours	Well Development	\$385.00	\$38,500.00
8	50	Hours	Perforate Casing Pipe	\$275.00	\$13,750.00
9	3	Lump Sum	Furnish, Install, and Remove Test Pump	\$8,500.00	\$25,500.00
10	100	Hours	Test Pumping	\$250.00	\$25,000.00
11	50	Hours	Standby Time For Delays By Others	\$250.00	\$12,500.00
12	1	Lump Sum	Mobilization	\$30,000.00	\$30,000.00
13	4	Lump Sum	Mobilization Between Test Well Sites	\$1,750.00	\$7,000.00
<b>Total Base Bid for Project</b>					<b>\$479,450.00</b>

\* Weldon Drilling Company, Inc. submitted a sealed envelop that contained contract documents but no pricing was provided. Included in the envelope was a letter from the contractor stating their backlog did not allow for them to respond to the bid.

I certify that these are the correct bids received by the City of Irondale, Alabama for the Exploratory Test Well Drilling on April 15, 2024 at 2:00 p.m.



W. Byron Woods, PE #26778