

SPONSORS: Cole, Water and Wastewater Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the agreement with Sheppard Services, Inc., situated at Theodore, AL, to provide labor, equipment, materials and incidentals necessary for the service of equipment and SCADA at the Wilson Lake Water Treatment Plant, Cypress Creek Water Treatment Plant, and Cypress Creek Wastewater Treatment Plant for the Florence Utilities Water and Wastewater Department, Florence, Alabama, in the amounts of \$65.00 per hour for shop labor regular time; \$97.50 per hour for shop labor overtime; \$95.00 per hour for field service tech with 5k crane truck regular time; \$142.50 per hour for field service tech with 5k crane truck overtime; \$75.00 per hour for additional field service tech regular time; \$112.00 per hour for additional field service tech overtime; \$95.00 per hour for SCADA tech regular time; \$142.50 per hour for SCADA tech overtime; with a 15% material markup percentage and in accordance with the terms and conditions of Request for Proposals No. W-1043, dated November 5, 2024, and the same is hereby approved, ratified and confirmed. No other bids were received.

SECTION 2. That the Council has investigated and ascertained and hereby finds Sheppard Services, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Sheppard Services, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

CONTRACT

THIS CONTRACT is made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, and with Sheppard Services, Inc., a corporation, party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent a follows, to-wit:

I

First party has heretofore, in pursuance of law, issued Request for Proposals No. W-1043, and the second party was the lowest responsible bidder and has been awarded the contract for the service of equipment and SCADA at the Wilson Lake Water Treatment Plant, Cypress Creek Water Treatment Plant, and Cypress Creek Wastewater Treatment Plant for the Florence Utilities Water and Wastewater Department, Florence, Alabama.

This is a unit price agreement in the amounts of \$65.00 per hour for shop labor regular time; \$97.50 per hour for shop labor overtime; \$95.00 per hour for field service tech with 5k crane truck regular time; \$142.50 per hour for field service tech with 5k crane truck overtime; \$75.00 per hour for additional field service tech regular time; \$112.00 per hour for additional field service tech overtime; \$95.00 per hour for SCADA tech regular time; \$142.50 per hour for SCADA tech overtime; with a 15% material markup percentage and are the prices submitted by the second party in their proposal, which is attached hereunto and made a part of this contract. The unit price shall be full compensation for all work required to satisfactorily complete the items of work involved. Additional work to be done or materials to be furnished, which in the opinion of the first party represents a significant quantity, shall be authorized by change order agreement with the second party.

II

First party employs second party to supply the labor, materials, and incidentals necessary to perform the work in accordance with the plans, specification and bidding documents included in for the service of equipment and SCADA at the Wilson Lake Water Treatment Plant, Cypress Creek Water Treatment Plant, and Cypress Creek Wastewater Treatment Plant for the Florence Utilities Water and Wastewater Department, Florence, Alabama, and in accordance with the requirements of the City of Florence.

III

Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

IV

The second party must maintain adequate insurance as follows: workmen's compensation meeting the Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general liability aggregate; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. Injury; \$50,000.00 fire damage (any one fire), and \$5,000.00 medical expense (any one person). The City of Florence shall be named as additional insured.

V

The second party shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the first party. No subcontracts, or transfer of contract, shall relieve the second party of his responsibility under the contract and bonds, as required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the second party shall furnish to the first party a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

VI

The second party warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States. The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

VII

The first party shall make partial payments to the second party on or before the 15th day after receiving a duly certified and approved estimate of work performed during the preceding calendar month by the second party, less 5% (five percent) of the total amount of the first 50% (fifty percent) of the total project which is to be strictly in accordance with this agreement, and until such work has been accepted by the first party.

Final payment on account of this agreement shall be made within 15 (fifteen) days after final acceptance by the first party.

VIII

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

IX

Second party agrees to indemnify and save harmless first party and its officers, directors, employees and affiliates from and against any and all liabilities, losses, penalties, fines, claims, cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise or is any way connected to the performance of this contract, whether caused by second party or anyone directly or indirectly employed by or affiliated with second party.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the second party is an independent contractor and not an employee, agent or representative of the first party. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
MAYOR

ATTEST:

CITY CLERK-TREASURER
"FIRST PARTY"

SHEPPARD SERVICES, INC.,
a corporation

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"

**WS-1043 PROPOSAL FORM
CITY OF FLORENCE, ALABAMA
Electric Motor, SCADA & Rotating Equipment
Maintenance and Repair Services**

Proposer (Vendor or Contractor) Name: Sheppard Services, LLC.
 Representative: Chris Mcneil
 Address: 3460 Hurricane Bay Drive
 City: Theodore.
 State, Zip Code: AL 36582
 Phone: 251-445-0700
 Email: Cmoneile@sheppardsvs.com

Labor Rates (Hourly)

	Regular Time	OT(Weekends & after 5)
Shop Labor	\$65.00	\$97.50
Field Service Tech w/ 5k crane truck	\$95.00	\$142.50
Additional Field Service Tech	\$75.00	112.00
SCADA Tech	\$95.00	142.50

For all shop repairs done under this contract, labor will be billed per Vaughens Hourly Standards

Material Markups: Please state your companies margin percentage over cost for materials used in the contract. 18 %

Please answer the below questions by checking Yes or No and properly responding to additional information requested.

Does your firm hold a license with the AL Board of General Contractors? Yes No

If yes what is your firms license number? SS127

Is your service center Accredited by the Electrical Apparatus Service Association (EASA)?
 Yes NO

Is your service center UL Listed?
 Yes NO

Is your service center an authorized service center for Hi-Tide Scada?
 Yes NO

Proof of E-verify Enrollment: Yes NO

Trade References Provided Yes NO
 (If you are a new Vendor for Alexander City, please fill out the trade reference form.)

Proof of General Liability Insurance Included: Yes NO
 (\$1,000,000.00 Minimum)

WS-1043 PROPOSAL FORM

Do all items bid meet or exceed the required specifications? Y Y/N If no, please highlight and provide documentation detailing the reason for the deviation from the specifications.

Non-Collusion Statement: By signing this bid form the bidder certifies that this bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person(s) in reference to the bid.

Signature of Bidder Representative: _____



Date Signed: _____

10/31/24

STATE OF:

COUNTY OF:

AFFIDAVIT

Before me, the undersigned authority, personally appeared Chris McNeil (affiant) who, being by me first duly sworn, doth depose and say as follows:

I Chris McNeil (name), on behalf of Sheppard Service (business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

1. Sheppard Service (business entity) does not knowingly, hire for employment, or continue to employ any unauthorized aliens in the State of Alabama; and
2. Sheppard Service (business entity) is enrolled in the E-Verify Program as shown by the attached documentation; and
3. Sheppard Service (business entity) does and will utilize E-Verify Program to verify the employment status of employees and potential employees according to federal rules and regulations; and
4. Sheppard Service (business entity) shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in the E-Verify Program before performing any contract work or providing any product, and that they shall attach to the affidavits, documentation establishing their enrollment in E-Verify as required by Act No. 2011-535.

Signature of Affiant

I, the undersigned Notary Public, in and for said County and State, hereby certify that Chris McNeil whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing affidavit, he/she as an officer of Sheppard Service (business entity) and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal of office this 31 day of October, 2024

Notary Public Autumn Dexter



CITY OF FLORENCE PURCHASING DEPARTMENT

REQUEST-FOR-PROPOSAL NO. WS-1043

Page 1 of 1

BIDDER:		SHEPPARD SERVICES							
Bid opening: Tues., November 5, 2024, 1:30PM CDT		Received: 11/1/24 1:35PM	Received:	Received:	Received:	Received:	Received:	Received:	Received:
		EACH	EACH	EACH	EACH	EACH	EACH	EACH	EACH
Item 1. SHOP LABOR REGULAR TIME		\$65.00							
Item 2. SHOP LABOR OVERTIME (WEEKENDS & AFTER 5)		\$97.50							
Item 3. FIELD SERVICE TECH W/ 5K CRANE TRUCK REGULAR TIME		\$95.00							
Item 4. FIELD SERVICE TECH W/ 5K CRANE TRUCK OVER TIME (WEEKEND & AFTER 5)		\$142.50							
Item 5. ADDITIONAL FIELD SERVICE TECH REGULAR TIME		\$75.00							
Item 6. ADDITIONAL FIELD SERVICE TECH OVER TIME (WEEKENDS & AFTER 5)		\$112.00							
Item 7. SCADA TECH REGULAR TIME		\$95.00							
Item 8. SCADA TECH OVER TIME (WEEKENDS & AFTER 5)		\$142.50							
Item 9. MATERIAL MARKUP PERCENTAGE		15%							
Bid sealed and properly labeled "Request for proposal No. WS-1043"?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Bids submitted on Vendor's Bid Sheet and signed by authorized personnel?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are any exceptions to Bid Specifications noted?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO


 Leigh Anne Kidd,
 City of Florence Purchasing Agent

11/05/24
 Date