

RESOLUTION

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

SECTION 1. That the contract with Rogers Group, Inc., situated at Tuscumbia, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary for completion of work as listed in bid documentation for the Cypress Creek Public Access Area (CPAA), Florence, Alabama, in the total contract amount of \$139,995.00 and in accordance with the terms and conditions of Invitation-To-Bid No. WS-741 dated September 23, 2018, and the same is hereby approved, ratified and confirmed. Oher bids submitted were from North Alabama Paving at \$159,250.00 and Joe Keenum Excavation and Construction, Inc., at \$205,220.00.

SECTION 2. That the Council has investigated and ascertained and hereby finds Rogers Group, Inc., is duly licensed by the City of Florence and is qualified, responsible, and competent to perform such work.

SECTION 3. That the contract for such work be awarded to Rogers Group, Inc., and that the proper officials of the City execute the contract for such work in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2018.

CITY COUNCIL

APPROVED this the _____ day of _____, 2018.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2018.

CITY CLERK

STATE OF ALABAMA }
COUNTY OF LAUDERDALE }

CONTRACT

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

WITNESSETH:

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

I

First party has heretofore, in pursuance of law, issued Invitation-To-Bid No. WS-741, dated September 23, 2018, and the second party has been awarded the contract for the Cypress Creek Public Access (CCPA), Florence Water Wastewater Department, Florence, Alabama.

This is a per unit price agreement in the total contract amount of \$139,995.00 (one hundred thirty nine thousand nine hundred ninety five dollars) and are the prices submitted by the second party in their proposal, attached hereunto and is made a part of this contract. The per 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, equipment, materials and incidentals necessary to perform the work in accordance with the bidding documents included in Invitation-To-Bid No. WS-741, dated September 23, 2018, to construct a paved parking lot with striped spaces, including handicapped parking spaces, a designated loading and unloading area, signage, perimeter and interior landscaping, perimeter grassing, and piping for watering landscaping. An additional sign and gate will be erected at the entrance off of Jackson Road to secure the area at night for the Florence Water Wastewater Department, Florence, Alabama, all 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

This is a price agreement in the total amount of \$139,995.00 (one hundred thirty nine thousand nine hundred ninety five dollars) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. The unit prices 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.

V

Second party shall furnish, prior to executing the agreement, a Performance Bond in the amount of one hundred percent (100%) of the contract price.

The second party must maintain adequate insurance as follows: workman's compensation meeting State of Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general liability; \$1,000,000.00 completed operations; \$1,000,000.00 Personal and 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 to the contractor's liability insurance policy.

VI

The project shall be completed within a 60 (sixty) calendar day period from the date of the notice to proceed.

Contract time shall be extended for reasons not under the direct control of the second party, including but not limited to acts of God, such as earthquakes, etc., and conditions not under the direct control of the second party such as, but not limited to, delays in delivery caused by strikes, wars, labor strikes, inability to access construction areas, emergency situations, etc. will cause automatic extension of calendar days as agreed upon by both parties.

Failure to complete the project within the contract time shall result in an assessment of liquidated damages in the amount of \$200.00 (two hundred dollars) per day for each day of delay until the work is completed.

VII

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 not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving this contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of this contract. E-Verify is a free internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly hired employees. The second party shall furnish documentation that they are enrolled in the E-Verify program and 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 require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit before a notary public that the establishing that the subcontractor is enrolled in the E-Verify program.

By entering into this contract, the second party affirms that for the duration of this agreement, 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 agreement and shall be responsible for all damages resulting therefrom.

VIII

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 proceeding 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.

Immediately after being notified that all other requirements of this contract have been completed, the second party shall give notice of said completion by an advertisement one (1) time in some newspaper of general circulation within the City of Florence. Proof of publication of said notice shall be furnished to the first party by affidavit of the publisher and a printed copy of the published notice. Second party shall state under oath that all invoices for materials and supplies have been paid in full.

IX

Each and every provision of law and cause 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 herein and if correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

X

Second party agrees to indemnify and save harmless first party from any claim, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

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, 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 _____, 2018.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

Mayor

ATTEST:

FIRST PARTY

ROGERS GROUP, INC.
a corporation

BY: _____

ATTEST:

ITS: _____

SECOND PARTY