

SPONSORS: Cole, Water Department

RESOLUTION

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

SECTION 1. That the contract with Robinson & Sons Construction Services, Inc. situated at Haleyville, Alabama, to provide labor, equipment, materials and incidentals necessary for the Cypress Creek Water Treatment Plant Clearwell Improvements for the Florence Water Department, Florence, Alabama, in the total negotiated contract amount of \$720,000.00, and in accordance with the terms and conditions of Invitation-To-Bid No. WS-1031, dated September 6, 2024 and the same is hereby approved, ratified and confirmed. Two other bids were received; B. H. Craig Construction Company, Inc., in the amount of \$725,000.00; Crom, LLC, in the amount of \$2,002,800.00

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

SECTION 3. That the agreement for such services be awarded to Robinson & Sons Construction 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 _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK-TREASURER



October 7, 2024

Tad Cole
Florence Gas and Water Department
PO Box 1023
Florence, AL 35631

Re: Cypress Creek Water Treatment Plant Clearwell Improvements
Recommendation of Award

Dear Tad:

At 2:00 p.m. on October 1st, 2024, the City of Florence opened bids for the above-referenced project. As noted on the enclosed bid tabulation, Robinson and Sons Construction Services, Inc. was the apparent, low responsive bidder.

After reviewing the bids, Engineers of the South, LLC recommends that the Contract be awarded to Robinson and Sons Construction Services, Inc. for the Total Bid amount of \$720,000.00. Award will be contingent upon ADEM approval and receipt of the required bonds and insurance documentation. I have attached a PDF copy of the Bid Documents and individual sheets for the Notice of Award, Agreement Form, and Notice to Proceed for signatures from Mayor Betterton. We will need 3 originals of each document for the Contract Documents.

Once we have the required bonds and insurance certificates, we will assemble complete copies of the Contract Documents for execution by both parties. The Notice to Proceed date will be coordinated with the Contractor and established at that time if not before.

Sincerely,
Engineers of the South, LLC

Will Glenn, PE
Senior Project Manager

Attachments: Bid Tabulation
Bid Documents
Notice of Award
Agreement Form
Notice to Proceed

CC: File: P:\FL-Florence Water\FL-2430 CCWTP Clearwell Improvements\Bidding Documentation\Cypress Creek WTP Clearwell Improvements Award Recommendation.docx

THE CITY OF FLORENCE, ALABAMA WATER & WASTEWATER DEPARTMENT
CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS - SRF LOAN NO. FS010168-04
BID TABULATION

BID OPENING: OCTOBER 1, 2024 AT 2:00 pm

Base Bid Items		Robinson and Sons Construction Services, Inc.		B.H. Craig Construction Company, Inc.		Crom, LLC	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, & Insurance	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	Baffle Wall Removal & Replacement	1	LS	\$620,000.00	\$620,000.00	\$1,924,800.00	\$1,924,800.00
3	Clearwell Exterior / Roof Coating	1	LS	\$50,000.00	\$50,000.00	\$49,000.00	\$28,000.00
4	Testing, Start-up, & Restoration of Project Areas	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Total Base Bid					\$720,000.00		\$725,000.00
							\$2,002,800.00

I certify that these are the correct bids taken for the City of Florence, AL for the Cypress Creek Water Treatment Plant Clearwell Improvements project on October 1, 2024.

Will Glenn

 Will Glenn, PE Alabama #36458

SECTION 00 55 00 – NOTICE TO PROCEED

To: Robinson & Sons Construction Services, Inc Date: October 15, 2024
80 5th Avenue
Haleyville, AL 35565

PROJECT Description: City of Florence, Alabama
Cypress Creek Water Treatment Plant Clearwell Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated October 15th, 2024. The start date for actual construction in the field will be coordinated with the expected delivery of the materials. Once construction in the field begins, the Contractor shall complete the Project in 45 consecutive calendar days.

City of Florence, Alabama

By _____

Name Andrew Betterton

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

Acknowledged by _____

This the _____ day of _____, 2024

Name _____

Title _____

with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Alabama. Any surety executing such Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Alabama.

ARTICLE 6. Immigration Law Compliance Statement. By signing this contract, the contracting parties affirm, for the duration of the 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) counterparts, each of which shall be considered an original on the day and year first above written.

Robinson & Sons Construction Services, Inc
(Contractor)

ATTEST _____

By _____

Name _____

Title _____

City of Florence, Alabama

ATTEST _____

By _____

Name Andrew Betterton

Title Mayor

SECTION 00 50 00 – NOTICE OF AWARD

To: Robinson & Sons Construction Services, Inc
80 5th Avenue
Haleyville, AL 35565

PROJECT Description: City of Florence, Alabama
Cypress Creek Water Treatment Plant Clearwell Improvements

The OWNER has considered the BID submitted by you on October 1, 2024, for the above described WORK in response to its Advertisement for Bids and Information for Bidders. You are hereby notified that your BID has been accepted for items in the amount of on \$720,000.00.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, certificates and proof of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said BONDS and INSURANCE within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of you BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 15th day of October, 2024.

City of Florence, Alabama

By _____

Name Andrew Betterton

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

Acknowledged by _____

This the _____ day of _____, 20 24

Name _____

Title _____

SECTION 00 52 00 – AGREEMENT FORM

THIS AGREEMENT made this 15th day of October, 2024, by and Between

Robinson & Sons Construction Services, Inc a Corporation organized and existing under the laws of the State of Alabama hereinafter called the “Contractor”, and City of Florence, Alabama, hereinafter called the “Owner”.

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS**, in strict accordance with the Contract Documents, including all ADDENDA thereto numbered:

Addendum 1 dated 9/26/2024,

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Contractor’s Bid Proposal subject to additions, and deductions as provided for in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within fourteen (14) calendar days after issuance by the Owner of a written “Notice to Proceed” and to complete the work within 45 consecutive calendar days thereafter except as may be modified by mutual agreement between the Contractor and the Owner. If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, the amount specified in both the GENERAL and SUPPLEMENTARY CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|----------------------------|--|
| a. Executed Agreement | i. Proposed Subcontractors Form |
| b. Addenda (if any) | j. General Conditions |
| c. Advertisement for Bids | k. Supplementary Conditions |
| d. Instructions to Bidders | l. Technical Specifications |
| e. Proposal Form | m. Drawings and Appendices |
| f. Unit Prices Form | n. Performance and Payment Bonds |
| g. Basis of Payment | o. Certificates and Proof of Insurance |
| h. Proposed Products Form | |

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS FORM

CITY OF FLORENCE, ALABAMA
CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS

Contractors submitting a proposal are required to fully complete the following List of Subcontractors for their bid. Excluding portions of the work completed by the electrical subcontractor, General Contractors shall perform at least 50 percent of the work (materials not included) with his own forces (refer to Contract Documents).

Contractors submitting a proposal are required to list in the spaces provided the name of each of the subcontractors they will use if awarded the Contract. No substitutions will be allowed without approval of the Owner. The Bidder shall list the names of major subcontractors. If all the information is not provided with the bid, this will be grounds for the Owner to disqualify the Bidder for not being responsive.

<u>ITEM OF WORK</u>	<u>SUBCONTRACTOR'S NAMES</u>
Landscaping	None
Painting/Coating	None
Other: _____	_____
Other: _____	_____
Other: _____	_____

Note: If the Contractor will not use a subcontractor for an Item of Work, he shall write "None" in the blank for the Subcontractor for that Item of Work.

If the Bidder does not write in the name of a Subcontractor, he shall submit with his bid detailed evidence satisfactory to the Engineer that he has sufficient personnel experienced in that trade on his full time staff to perform that item of work on this project. Failure to submit such satisfactory evidence with the Bid, or the submission of inaccurate, misleading, or incorrect information, will be grounds for the Owner to disqualify the Bidder for not being responsive.

The Bidder certifies that if his bid is accepted, the above subcontracting firms or businesses will be awarded subcontracts for the above portions of the work and the subcontract amount will not exceed 50% of the work (materials not included).

Contractor Robinson & Sons Construction Services, Inc. By _____

Date 9-27-24

LIST OF MATERIAL SUPPLIER(S) AND EQUIPMENT MANUFACTURER(S)
BASE BID ITEMS

Material or Equipment

Name of Supplier or Manufacturer (Circle One)

Section 09 97 23 – Clearwell Exterior Coating

Base: Tnemec

Alternate: _____

Deduct: \$ _____

Section 46 41 35 – FRP Baffles

Base: Enduro Systems; MFG Water Treatment Products; or NEFCO

Alternate: _____

Deduct: \$ _____

SECTION 00 43 33 – PROPOSED PRODUCTS FORM

CITY OF FLORENCE, ALABAMA
CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS

Bidders submitting a bid proposal are required to fully complete the following list of Material Suppliers and Equipment Manufacturers for their Bid. If this information is not clearly and properly provided, this will be grounds for the Owner to disqualify the Bidder for not being responsive. When a single Material Supplier or Equipment Manufacturer is listed as the "Base", the Contractor shall furnish that Material Supplier and/or Equipment Manufacturer. When two or more Materials Suppliers and/or Equipment are listed as the "Base", the Contractor must circle the Material Supplier or Equipment Manufacturer that will be furnished. When an item is blank, the Contractor shall write in the Material Supplier or Equipment Manufacturer to be furnished under the Base Bid Unit Price Schedule proposal. In every case, only one Material Supplier or Equipment Manufacturer shall be circled or listed for each material or equipment items. Unless a substitute is accepted as outlined below, the Contractor shall furnish and install the product of the Material Supplier or Equipment Manufacturer as he indicates herein.

Where the List of Material Suppliers and Equipment Manufacturers provides for substitute material suppliers and/or equipment manufacturers, the Bidder may, but is not required to, write in or circle a substitute material supplier or equipment manufacturer. The bidder shall write in the amount of price reduction for the use of each such substitute indicated. In every case, only one substitute Material Supplier or Equipment Manufacturer shall be written in or circled for each material or equipment item. The Contractor must provide submittal data detailing the substitute offering for comparison to the specifications. When a substitute Material Supplier or Equipment Manufacturer is offered by the Contractor and accepted by the Owners, the Contractor shall furnish and install the product of that Material Supplier or Equipment Manufacturer.

The award of the Contract will be based on the Contractor's completed Material Supplier(s) and/or Equipment Manufacturer(s) unless there are provisions for alternate deducts in the Basis of Payment and Unit Price Schedules. No substitute equipment or material shall be accepted unless it is approved by the Owner. The Contractor shall furnish and install the base materials or equipment he has indicated for any or all of the substitutes rejected.

If the information required above is not clearly and properly provided, this will be grounds for rejecting that bidder. Failure to furnish and install the indicated base or indicated and approved substitute material and equipment from the suppliers and manufacturers shall constitute default of the Contract.

The Bidder further certified that if his bid is accepted, the Material Suppliers and Equipment Manufacturers he has indicated herein will be awarded contracts for supply of their products unless deductive alternates are provided as specified herein and approved by the Owner. The Bidder further certifies that deductive alternate Material Suppliers and Equipment Manufacturers which Bidder has properly indicated and which are approved by the Owner will be awarded contracts for supply of their products.

Contractor Robinson & Sons Construction

By



Date

9-27-24

Item 4 – Testing, Start-Up, & Restoration of Project Areas

The Contract Lump Sum Price shall be the cost allowed by the Owner for furnishing completed and operable clearwell which has successfully passed all tests and been approved by all authorities for use by the Owner. The price in this Item represents an allowance that is established by the Owner and used by all Contractors bidding the project. The amount of money written in this Item will be paid the Contractor when the entire project is complete and all landscaping, site work, drainage work, repairs and final cleanup of project site have been accomplished. Since all components of the proposed improvements and cleanup are an integral part of the entire project needed by the Owner, partial payment will not be allowed on this Item.

SECTION 00 43 24 - BASIS OF PAYMENT

CITY OF FLORENCE, ALABAMA CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS

The following sections summarize the intent of the bid documents for providing a basis of payment for all work required to complete the project. Descriptions correspond to the numbering in the Unit Prices Form. Any misinterpretations of these descriptions evident in the Contractor's proposal as an "unbalanced" bid shall be basis for considering the bid unresponsive. As described in the Instructions to Bidders Section, the Owner reserves the right to reduce quantities and/or completely remove bid items from the work. The estimates of work listed in the Unit Prices Form are to be considered only approximate quantities of items and are to be used as a basis for comparing bids. The Owner does not guarantee that the approximate quantities or allowances given will hold in the construction of the work. Final Payment will be made for actual quantities of the work performed as approved by the Engineers, at the contract prices bid. Should the quantities of the pay items be more or less than the quantities estimated, the contract unit prices bid in the Proposal will prevail.

Item 1 - Mobilization, Bonds, & Insurance

The Contract Lump Sum Price shall be the cost allowed by the Owner for mobilization of Contractor's forces, bonding the Project, and providing the specified Project insurance. The cost includes portions or the entire Contractor's cost for setting up of Contractor's forces, acceptance by Engineer and Owner of schedule of payment values, and equipment and personnel movement. The price established by the Owner is an allowance for the Contractor and will be paid upon completion of mobilization. Any costs the Contractor may have above the allowances to complete these Items shall be evenly distributed and included in the remaining Bid Items. Payment for this item shall not exceed the original contract amount bid regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Item 2 - Baffle Wall Removal & Replacement

The Contract Lump Sum Price shall be payment in full for the furnishing of all labor, materials, and equipment necessary to complete the removal and replacement of the clearwell baffle walls. Lump sum bid price shall include, but not limited to: demolition and removal of the existing CMU baffle walls; new baffle walls; pumping; draining the clearwell; removing and replacing the access hatch; and all incidentals necessary and required to complete the work in accordance with the Plans, Specifications, and Contract Documents.

Item 3 - Clearwell Exterior/Roof Coating

The Contract Lump Sum Price shall be payment in full for the furnishing of all labor, materials, and equipment necessary to complete the Clearwell Exterior/Roof Coatings for all exposed exterior surfaces in accordance with the Plans, Specifications, and Contract Documents.

SECTION 00 43 22 – UNIT PRICES FORM

CITY OF FLORENCE, ALABAMA
 CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS

BASE BID ITEMS

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization, Bonds, & Insurance	1	LS	\$30,000.00	\$30,000.00
2	Baffle Wall Removal & Replacement	1	LS	620,000	620,000
3	Clearwell Exterior/Roof Coating	1	LS	50,000	50,000
4	Testing, Start-up, & Restoration of Project Areas	1	LS	\$20,000.00	\$20,000.00

Total Base Bid 720,000.⁰⁰

SECTION 00 42 00 – PROPOSAL FORM

Place: City of Florence, Alabama

Date: October 1, 2024

Proposal of Robinson & Sons Construction Services, Inc.,

a corporation organized and existing under the laws of the State of Alabama

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____

To: CITY OF FLORENCE, ALABAMA

This bid results from your advertisement for bids for the construction of the **CYPRESS CREEK WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS**.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Prices Form.

The undersigned Bidder agrees to begin work within fourteen (14) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the consecutive calendar days specified in the Supplementary Conditions, Article 6 (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, Liquidated Damages, for each day of delay until the work is completed and accepted, as stipulated in the GENERAL AND SUPPLEMENTARY CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL AND SUPPLEMENTARY CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

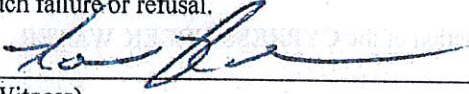
#1, dated 9-26-24 and _____
_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within fourteen (14) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of _____ Dollars (\$ _____), being not less than five percent (5%) of the total amount of the bid not to exceed \$10,000. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bonds and insurance within the prescribed fourteen (14) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.


(Witness)


80 Fifth Ave.

Haleyville, AL 35565
(Address)

80 Fifth Ave.

Haleyville, AL 35565
(Office Address of Bidder)

Robinson & Sons Construction Services, Inc.
(Name of Bidder)

By 

M. Ranee Robinson Secretary - Treasurer
(Print Name and Title)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Prices Form.