

RESOLUTION

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

SECTION 1. That the contract with T.J. Construction, Inc., situated at Florence, Alabama, to provide labor, equipment, materials and incidentals necessary for the Rickwood Road Utility Relocations for the Florence Utilities Gas and Water/Wastewater Department, Florence, Alabama, in the total contract amount of \$1,468,001.65, and in accordance with the terms and conditions of Invitation-To-Bid No. GAS-2282/WS-1039, dated November 15, 2024, and the same is hereby approved, ratified and confirmed. Two other bids were received: Eady Contracting, Inc. in the amount of \$1,573,740.00; and REV Constructions in the amount of \$1,567,755.00.

SECTION 2. That the Council has investigated and ascertained and hereby finds T. J. Construction, 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 T. J. Construction, 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 _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

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

CITY CLERK-TREASURER

SECTION 00 52 00 – AGREEMENT FORM

THIS AGREEMENT made this _____ day of _____, 2024, by and Between

T.J. Construction, 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 **RICKWOOD ROAD UTILITY RELOCATIONS**, in strict accordance with the Contract Documents, including all ADDENDA thereto numbered:

_____ Addendum 1 _____ dated _____ December 6, 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 120 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 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.

T.J. Construction, Inc.
(Contractor)

ATTEST _____

By _____

Name _____

Title _____

City of Florence, Alabama

ATTEST _____

By _____

Name Andy Betterton

Title Mayor

SECTION 00 50 00 – NOTICE OF AWARD

To: T.J Construction, Inc.
188 County Road 333
Florence, AL 35634

PROJECT Description: City of Florence, Alabama
Rickwood Road Utility Relocations

The OWNER has considered the BID submitted by you on December 10, 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 \$1,468,001.65.

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 _____ day of _____, 2024.

City of Florence, Alabama

By _____

Name Andy Betterton

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

Acknowledged by _____

This the _____ day of _____, 2024

Name _____

Title _____

SECTION 00 55 00 – NOTICE TO PROCEED

To: T.J. Construction, Inc. Date: _____
188 County Road 333
Florence, AL 35634

PROJECT Description: City of Florence, Alabama
Rickwood Road Utility Relocations

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before the START DATE of _____, and you are to complete the WORK in 120 consecutive calendar days. The date of completion of all WORK is therefore _____.

City of Florence, Alabama

By _____

Name Andy Betterton

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

Acknowledged by _____

This the _____ day of _____, 20 _____

Name _____

Title _____