

RESOLUTION

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

SECTION 1. That the contract with H&N Construction, Inc., situated at Florence, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary for construction of Florence Fire Station No. 4, Florence Alabama, in the total contract amount of \$4,442,000.00, and in accordance with the negotiated terms and conditions of Invitation-To-Bid F-R-00602, dated November 19, 2024, and prepared by Goodwyn Mills Cawood, LLC, and the same is hereby approved, ratified and confirmed. Three other bids were submitted: Carter Group, LLC in the amount of \$4,999,000.00, Brad Slater Construction, LLC in the amount of \$4,880,000.00.00, and Building Construction Associates in the amount of \$4,530,000.00.

SECTION 2. That the Council has investigated and ascertained and hereby finds H&N 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 H&N 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



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year two thousand twenty-five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Florence Alabama
Attn: Andrew Betterton, Mayor
P.O. Box 98
Florence, AL 35631
256-710-2129 abetterton@florenceal.org

and the Contractor:
(Name, legal status, address and other information)

Travis Hovater, Jr.
H&N Construction, Inc
P.O. Box 1858 / 711 N. Broadway Street
Florence, AL 35631
thovater@hovaterconstruction.com

for the following Project:
(Name, location and detailed description)

Florence Fire Station #4
The scope of work shall consist of all components including but not limited to the grading, drainage, paving other associated site work, and architectural work to construct an approximate 8,800 gross S.F. new Fire Station for the City of Florence Alabama. The building shall consist of two 80' apparatus bays, front office, bunk rooms, day room & kitchen, restrooms and locker rooms, storage, fitness room, training room, and radio room. The apparatus bays shall be equipped with telescoping automatic bay doors. The function of the building is an essential facility and shall be fully sprinkled with fire alarm, redundant HVAC Units, and back-up generator.

The Architect:
(Name, legal status, address and other information)

Goodwyn, Mills Cawood, LLC.
Jay Purkey, AIA NCARB
117 Jefferson St. North200
Huntsville, AL 35801
205 879 4462

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

As set forth by Notice to Proceed from the Owner

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than Four Hundred Twenty (420) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
None	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Four Hundred Forty-two Thousand Dollars and zero cents (\$4,442,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
1. Owner Contingency	\$75,000.00
2. Masonry Veneer	\$650 per 1000 Units. \$15.00 per Bag for up to TWO (2) Mortar Colors.
3. Aid to Construction	\$50,000.00
4. Undercut and Backfill	Allow for Undercut & Backfill with Offsite Material in Building Control Areas – 950 cubic yards. Undercut & Backfill with Offsite Material in Pavement Control Areas – 336 cubic yards.
5. Security Camaras	10,000.00
6. Hardware Cores	\$6,000.00
7. Low Voltage and Data	\$20,000.00
8. Access Controls	\$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
(Row deleted)		

Init.

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User Notes:

(1969893195)

SF

1. Mass Earth Excavation	CY	\$27.00
2. Trench Earth Excavation	CY	\$30.00
3. Hand Earth Excavation	CY	\$500.00
4. Additional Soil:		
a. Topsoil	CY	\$25.00
b. General or Open Site Areas (Offsite Source)	CY	\$38.00
c. General or Open Site Areas (Onsite Source)	CY	\$23.00
d. Trench Backfill	CY	\$80.00
e. Select Fill (Offsite)	CY	\$38.00
f. Select Fill (Onsite)	CY	\$23.00
5. Rock, Masonry, or Concrete Excavation in Trenches and Pits, below elevations indicated:	CY	\$380.00
6. Rock, Masonry, or Concrete Excavation in Open Excavation, below elevations indicated:	CY	\$330.00
7. Sod	SY	\$10.00
8. Concrete Mud Footings	CY	\$200.00
9. Undercut and Backfill in Building Controlled Areas	CY - 1000	\$35.00
10. Undercut and Backfill in Non-Building Control Areas	CY	\$35.00
11. Crushed Stone	TN	\$28.00
12. Concrete Sidewalk	SF	\$10.00
13. VCT Flooring	SF	\$12.00
14. Gypsum Board Ceiling	SF	\$5.00
15. Painting (Wall)	SF	\$1.50
16. Painting (Ceiling)	SF	\$1.50
17. Sealed Concrete	SF	\$4.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day(Five Hundred Dollars and zero center per day for each calendar day past substantial completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of

Init.

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User Notes:

(1969893195)

the amount certified shall be made by the Owner not later than 30 (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Until the Work is 100-percent complete, the Owner shall pay 95-percent of the first 50-percent of the amount due the Contractor on account of progress payments, and no additional retainage thereafter, except as otherwise provided. Unless for reasons otherwise provided in the Contract Documents, thereafter, there will be no further retainage withheld.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Init.

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Completion of punch list items and issuance of a certificate of substantial completion by the architect and a certificate of occupancy by the authority having jurisdiction.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

After release of retainage has been approved by the Owner and after the General Contractor runs and add in the local paper for (4) weeks to announce the completion of the project.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

6 % six percent per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Init.

[X] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Per the percent complete and stored to date.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Tim Anerton, Fire Chief
Florence Fire & Rescue
402 S Wood Ave
Florence, AL 35630
256.760.6475
Steve Eason, Capital Projects Manager
City of Florence, AL
P.O. Box 98
Florence Alabama, 35631

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Trav Hovator
H & N Construction, Inc.
P.O. Box 1858 / 711 N. Broadway Street
Florence, AL 35631
thovater@hovaterconstruction.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
82 plus all addenda	Florence Fire Station #4	ReIssued for Bid 11/20/2024

.6 Specifications

Section	Title	Date	Pages
All Sections plus all addenda	Florence Fire Station #4	11/20/2024	879

.7 Addenda, if any:

Number	Date	Pages
Addenda 1	12-04-24	25
Addenda 2	12-16-24	135
Addenda 3	12-17-24	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Init.

NA

[] The Sustainability Plan:

Title	Date	Pages
NA		

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Per the Project Manual			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

NA

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mr. Andrew Betterton, Mayor-City of Florence
Alabama

(Printed name and title)

CONTRACTOR *(Signature)*

Travis Hovater, H & N Construction, Inc.

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:48:43 ET on 01/29/2025.

PAGE 1

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City of Florence Alabama
Attn: Andrew Betterton, Mayor
P.O. Box 98
Florence, AL 35631
256-710-2129 abetterton@florenceal.org

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Travis Hovater, Jr.
H&N Construction, Inc
P.O. Box 1858 / 711 N. Broadway Street
Florence, AL 35631

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Florence Fire Station #4
The scope of work shall consist of all components including but not limited to the grading, drainage, paving other associated site work, and architectural work to construct an approximate 8,800 gross S.F. new Fire Station for the City of Florence Alabama. The building shall consist of two 80' apparatus bays, front office, bunk rooms, day room & kitchen, restrooms and locker rooms, storage, fitness room, training room, and radio room. The apparatus bays shall be equipped with telescoping automatic bay doors. The function of the building is an essential facility and shall be fully sprinkled with fire alarm, redundant HVAC Units, and back-up generator.

...

Goodwyn, Mills Cawood, LLC.
Jay Purkey, AIA NCARB
117 Jefferson St. North200
Huntsville, AL 35801
205 879 4462

PAGE 2

[] Established as follows:

...

As set forth by Notice to Proceed from the Owner

PAGE 3

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...

None

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...

N/A

N/A

...

None

...

<u>1. Owner Contingency</u>	<u>\$75,000.00</u>
<u>2. Masonry Veneer</u>	<u>\$650 per 1000 Units. \$15.00 per Bag for up to TWO (2) Mortar Colors.</u>
<u>3. Aid to Construction</u>	<u>\$50,000.00</u>
<u>4. Undercut and Backfill</u>	<u>Allow for Undercut & Backfill with Offsite Material in Building Control Areas – 950 cubic yards.</u> <u>Undercut & Backfill with Offsite Material in Pavement Control Areas – 336 cubic yards.</u>
<u>5. Security Camaras</u>	<u>10,000.00</u>
<u>6. Hardware Cores</u>	<u>\$6,000.00</u>
<u>7. Low Voltage and Data</u>	<u>\$20,000.00</u>
<u>8. Access Controls</u>	<u>\$10,000.00</u>

...

SF

1. <u>Mass Earth Excavation</u>	<u>CY</u>	<u>\$27.00</u>
2. <u>Trench Earth Excavation</u>	<u>CY</u>	<u>\$30.00</u>
3. <u>Hand Earth Excavation</u>	<u>CY</u>	<u>\$500.00</u>
4. <u>Additional Soil:</u>		
a. <u>Topsoil</u>	<u>CY</u>	<u>\$25.00</u>
b. <u>General or Open Site Areas (Offsite Source)</u>	<u>CY</u>	<u>\$38.00</u>
c. <u>General or Open Site Areas (Onsite Source)</u>	<u>CY</u>	<u>\$23.00</u>
d. <u>Trench Backfill</u>	<u>CY</u>	<u>\$80.00</u>
e. <u>Select Fill (Offsite)</u>	<u>CY</u>	<u>\$38.00</u>
f. <u>Select Fill (Onsite)</u>	<u>CY</u>	<u>\$23.00</u>
5. <u>Rock, Masonry, or Concrete Excavation in Trenches and Pits, below elevations indicated:</u>	<u>CY</u>	<u>\$380.00</u>
6. <u>Rock, Masonry, or Concrete Excavation in Open Excavation, below elevations indicated:</u>	<u>CY</u>	<u>\$330.00</u>
7. <u>Sod</u>	<u>SY</u>	<u>\$10.00</u>
8. <u>Concrete Mud Footings</u>	<u>CY</u>	<u>\$200.00</u>
9. <u>Undercut and Backfill in Building Controlled Areas</u>	<u>CY - 1000</u>	<u>\$35.00</u>
10. <u>Undercut and Backfill in Non-Building Control Areas</u>	<u>CY</u>	<u>\$35.00</u>
11. <u>Crushed Stone</u>	<u>TN</u>	<u>\$28.00</u>
12. <u>Concrete Sidewalk</u>	<u>SF</u>	<u>\$10.00</u>
13. <u>VCT Flooring</u>	<u>SF</u>	<u>\$12.00</u>
14. <u>Gypsum Board Ceiling</u>	<u>SF</u>	<u>\$5.00</u>
15. <u>Painting (Wall)</u>	<u>SF</u>	<u>\$1.50</u>
16. <u>Painting (Ceiling)</u>	<u>SF</u>	<u>\$1.50</u>
17. <u>Sealed Concrete</u>	<u>SF</u>	<u>\$4.00</u>

PAGE 4

\$500.00 per day(Five Hundred Dollars and zero center per day for each calendar day past substantial completion.

...

None

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 (30) days after the Architect receives the Application for Payment.

PAGE 5

Until the Work is 100-percent complete, the Owner shall pay 95-percent of the first 50-percent of the amount due the Contractor on account of progress payments, and no additional retainage thereafter, except as otherwise provided. Unless for reasons otherwise provided in the Contract Documents, thereafter, there will be no further retainage withheld.

...

None

PAGE 6

None

...

Completion of punch list items and issuance of a certificate of substantial completion by the architect and a certificate of occupancy by the authority having jurisdiction.

...

After release of retainage has been approved by the Owner and after the General Contractor runs and add in the local paper for (4) weeks to announce the completion of the project.

...

6 % six percent per annum
PAGE 7

Litigation in a court of competent jurisdiction

...

Per the percent complete and stored to date.

...

Tim Anerton, Fire Chief
Florence Fire & Rescue
402 S Wood Ave
Florence, AL 35630
256.760.6475
Steve Eason, Capital Projects Manager
City of Florence, AL
P.O. Box 98
Florence Alabama, 35631

...

Trav Hovator
H & N Construction, Inc.
P.O. Box 1858 / 711 N. Broadway Street
Florence, AL 35631

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NA

...

NA

...

82 plus all addenda

Florence Fire Station #4

ReIssued for Bid 11/20/2024

...

All Sections plus all addenda

Florence Fire Station #4

11/20/2024

879

...

Addenda 1

12-04-24

25

Addenda 2

12-16-24

135

Addenda 3

12-17-24

1

PAGE 9

NA

...

NA

Supplementary and other Conditions of the Contract:

...

Per the Project Manual

...

NA

...

Mr. Andrew Betterton, Mayor-City of Florence
Alabama

Travis Hovater, H & N Construction, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:43 ET on 01/29/2025 under Order No. 3104239043 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AHUN230010 FLORENCE FIRE STATION #4
 Municipal Auditorium, Florence, AL
 City Bid #: F-R-00602

BID DAY: 12/19/2024
 BID TIME: 2:00:00 PM

OFFICIAL BID TABULATION

BIDDER: H&M Construction
 AL LICENSE NO: 17422

NOTATIONS
 \$21,300.00 (DEDUCT)

ITEMS RECEIVED

<input checked="" type="checkbox"/>	PROPOSAL FORM
<input checked="" type="checkbox"/>	BID BOND
<input checked="" type="checkbox"/>	ATTACHMENT A
<input checked="" type="checkbox"/>	ATTACHMENT B
<input checked="" type="checkbox"/>	ACKNOWLEDGEMENT ADDENDA 1-3
<input checked="" type="checkbox"/>	E-VERIFY

\$4,463,300.00

BIDDER: Building Construction Associates
 AL LICENSE NO: 18279

NOTATIONS

ITEMS RECEIVED

<input checked="" type="checkbox"/>	PROPOSAL FORM
<input checked="" type="checkbox"/>	BID BOND
<input checked="" type="checkbox"/>	ATTACHMENT A
<input checked="" type="checkbox"/>	ATTACHMENT B
<input checked="" type="checkbox"/>	ACKNOWLEDGEMENT ADDENDA 1-3
<input checked="" type="checkbox"/>	E-VERIFY

\$4,530,000.00

BIDDER: Butler Construction
 AL LICENSE NO:

NOTATIONS

ITEMS RECEIVED

<input checked="" type="checkbox"/>	PROPOSAL FORM
<input checked="" type="checkbox"/>	BID BOND
<input checked="" type="checkbox"/>	ATTACHMENT A
<input checked="" type="checkbox"/>	ATTACHMENT B
<input checked="" type="checkbox"/>	ACKNOWLEDGEMENT ADDENDA 1-3
<input checked="" type="checkbox"/>	E-VERIFY

BIDDER: Carbine Construction Company
 AL LICENSE NO:

NOTATIONS

ITEMS RECEIVED

<input checked="" type="checkbox"/>	PROPOSAL FORM
<input checked="" type="checkbox"/>	BID BOND
<input checked="" type="checkbox"/>	ATTACHMENT A
<input checked="" type="checkbox"/>	ATTACHMENT B
<input checked="" type="checkbox"/>	ACKNOWLEDGEMENT ADDENDA 1-3
<input checked="" type="checkbox"/>	E-VERIFY

BIDDER: Carter Group General Contractors
 AL LICENSE NO: 44477

NOTATIONS

ITEMS RECEIVED

<input checked="" type="checkbox"/>	PROPOSAL FORM
<input checked="" type="checkbox"/>	BID BOND
<input checked="" type="checkbox"/>	ATTACHMENT A
<input checked="" type="checkbox"/>	ATTACHMENT B
<input checked="" type="checkbox"/>	ACKNOWLEDGEMENT ADDENDA 1-3
<input checked="" type="checkbox"/>	E-VERIFY

\$4,999,000.00

BIDDER: Brad Slater Construction
 AL LICENSE NO: 47306

NOTATIONS

ITEMS RECEIVED


<input checked="" type="checkbox"/>	PROPOSAL FORM
<input checked="" type="checkbox"/>	BID BOND
<input checked="" type="checkbox"/>	ATTACHMENT A
<input checked="" type="checkbox"/>	ATTACHMENT B
<input checked="" type="checkbox"/>	ACKNOWLEDGEMENT ADDENDA 1-3
<input checked="" type="checkbox"/>	E-VERIFY

\$4,880,000.00

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.


 Jay W. Purkey, AIA NCARB




 Kayla Ashley Thomas
 Notary Public
 Sworn before me this 10/17/2024
 My commission expires 10/17/27

**EAST FLORENCE FIRE STATION NO. 4 CONSTRUCTION PROJECT
PROJECTED EXPENSES**

PURCHASE OF LAND		\$ 159,600
PROFESSIONAL SERVICES WITH GOODWIN MILLS CAWOOD, LLC:		
P. O. F-0167 - TOPO SURVEY	\$ 3,500	
BOUNDARY VERIFICATION	<u>800</u>	
TOTAL		\$ 4,300
P. O. F-0200 - GEOTECHNICAL SERVICES	\$ 14,400	
ARCHITECT FEES (6.5%)	<u>290,115</u>	
TOTAL		<u>\$304,515</u>
TOTAL FEES TO GMC, LLC		\$ 308,815
PROPOSED CONTRACT WITH G. C. PROJECTED P. O. F-R 00602 TO H&N CONSTRUCTION		\$4,463,300
OTHER PROJECTED EXPENSES:		
CAMERAS & CONTRACT WITH CERTIFIED ALARM		\$ 25,000
SOIL COMPACTION & TESTING CONTRACT WITH A LOCAL TESTING COMPANY		<u>9,500</u>
TOTAL OTHER PROJECTED EXPENSES		<u>\$ 34,500</u>
PROJECTED TOTAL CONSTRUCTION BUDGET		\$4,966,215