

RESOLUTION

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

SECTION 1. That the contract with Grayson Carter & Son Contracting, Inc., situated at Athens, Alabama, to provide labor, equipment, materials and incidentals necessary to construct sidewalks along Bradshaw Drive and shared use path along Helton Drive for the City of Florence Engineering Department, Florence, Alabama, in the total contract amount of \$495,290.07, and in accordance with the terms and conditions of Invitation-To-Bid No. CE-1078, dated January 3, 2025, and the same is hereby approved, ratified and confirmed. Two other bids were received; MLMD, LLC, in the amount of \$615,062.00; Cypress Contracting, LLC, in the amount of \$648,866.00.

SECTION 2. That the Council has investigated and ascertained and hereby finds Grayson Carter & Son Contracting, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Grayson Carter & Son Contracting, 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

AGREEMENT

THIS AGREEMENT, made this _____ day of _____.

by and between City of Florence
(Name of Owner)

hereinafter called "OWNER" and Grayson Carter & Son Contracting, Inc. doing business as

(~~an individual~~) or (~~a partnership~~) or (a corporation) hereinafter called

"CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the items bid including those items and appurtenances indicated.

2. The CONTRACTOR will furnish all of the materials, incidental materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the BID described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 160 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 495,290.07 (four hundred ninety five thousand-two hundred ninety dollars and seven cents

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) Advertisement For BIDS

(B) Information For BIDDERS

(C) BID

- (D) BID BOND
- (E) Agreement
- (F) General Conditions
- (G) SUPPLEMENTAL GENERAL CONDITIONS
- (H) Payment BOND
- (I) Performance BOND
- (J) NOTICE OF AWARD
- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (M) DRAWINGS prepared by White, Lynn, Collins & Associates, Inc., numbered 1 through 67, and dated October 17, 2024,
- (N) SPECIFICATIONS prepared or issued by White, Lynn, Collins and Associates Inc. dated September 2024,
- (O) ADDENDA:
 - No. 1, dated 1/20/2025,
 - No. 2, dated 1/22/2025,
 - No. _____, dated _____,

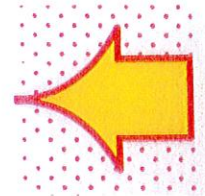
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Payment will be made monthly for approved invoices.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executor, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties

hereto have executed, or caused to be executed by their duly authorized officials,
this Agreement in (4 copies) each of which shall be deemed an original on the
date first above written.

8. 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 part 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.

OWNER:
City of Florence
BY _____
Name Andrew Betterton
Please Type
Title Mayor



(SEAL)
ATTEST:

Name _____
(Please Type)
Title _____

CONTRACTOR
Grayson Carter & Son Contracting, Inc.
BY _____
Name _____
Please Type
Title _____

Address 146 Roy Long Road W
Athens, AL 35611

(SEAL)
ATTEST:

Name _____
(Please Type)
Title _____