

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, to provide labor, equipment, materials and incidentals necessary for the 2025 City of Florence Street Resurfacing Program, Florence, Alabama, in the total contract amount of \$3,525,237.00, and in accordance with the terms and conditions of Invitation-To-Bid No. CE-1081, dated March 3, 2025, and the same is hereby approved, ratified, and confirmed. Two other bids were submitted as follows: APAC-Alabama, Inc. in the amount of \$3,599,903.84; and Grayson Carter and Son Contracting, Inc. in the amount of \$3,688,875.41.

SECTION 2. That the Council has investigated and ascertained and hereby finds Rogers Group, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Rogers Group, 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

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

CONTRACT

THIS CONTRACT is made and entered into in duplicate by and between the City of Florence, Alabama, a municipal corporation, party of the first part, and 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 a follows, to wit:

I

The first party has heretofore, in pursuance of law, issued Invitation-To-Bid No. CE-1081, dated March 3, 2025. The second party was the lowest responsible bidder and has been awarded the contract for the 2025 City of Florence Street Resurfacing Program for the City of Florence Engineering Department, Florence, Alabama.

This is a unit prices agreement in the total estimated amount of \$3,525,237.00 (three million five hundred twenty-five thousand two hundred thirty-seven dollars) and is the price submitted by the second party in their proposal, which is attached hereunto and made a part of this contract. All of the work shall be performed in accordance with the terms and conditions included in Invitation-To-Bid CE-1081 dated March 3, 2025, and the work shall be performed at a time agreed upon by both parties.

II

The first party employs the second party to supply the labor, materials, and incidentals necessary to perform the work in accordance with the plans, specifications, and bidding documents included in Invitation-To-Bid CE-1081 dated March 3, 2025, for the 2025 City of Florence Street Resurfacing Program, Florence, Alabama, and in accordance with the City of Florence's requirements.

The second party shall warrant from any defect in workmanship and materials for a period of one (1) year unless otherwise stated in the attached proposal. This warranty shall exclude any normal wear and tear that may occur due to a lack of maintenance or adjustment.

III

The 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 unit price agreement in the total amount of \$3,525,237.00 (three million five hundred twenty-five thousand two hundred thirty-seven 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 complete the items of work involved satisfactorily. 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 a change order agreement with the second party.

V

The second party shall furnish, prior to executing this agreement, a Performance Bond in the amount of one hundred percent (100%) of the contract price. Also, a Payment Bond is required in the amount of 50% of the contract price as required by Alabama State Law.

The second party must maintain adequate insurance as follows: workmen's compensation meeting the Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 aggregate; \$1,000,000.00 personal & advertising 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 additional insured to the contractor's liability insurance.

VI

The project shall be completed within one hundred fifty (150) working days from the date of the notice to proceed, which shall be issued on a date agreed upon by both parties. Conditions not under the control of the second party, including but not limited to weather, strikes, war, acts of God, etc., will cause an 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 \$4,100.00 (four thousand one 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 (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) 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 (4) 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.

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 per week for a period of four (4) consecutive weeks 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. The 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 clause required by law to be inserted in this contract shall be deemed to be inserted herein. 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 or not correctly inserted, then upon the application of either party the contract shall forthwith be physically

amended to make such insertion.

X

The second party agrees to indemnify and save harmless any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise or is any way connected to the performance of this contract, whether caused by second party or anyone directly or indirectly employed by or affiliated with second party.

All laws, rules, and regulations of the United States, State of Alabama, and the City of Florence as apply 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, duties, 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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
Mayor

ATTEST:

CITY CLERK-TREASURER

"FIRST PARTY"

ROGERS GROUP, INC.
a corporation

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"

CITY OF FLORENCE PURCHASING DEPARTMENT

INVITATION-TO-BID NUMBER CE-1081

2025 CITY OF FLORENCE STREET RESURFACING

Bid opening: Tuesday, April 1, 2025, 1:30PM CST



ROGERS GROUP, INC.		APAC-ALABAMA, INC.		GRAYSON CARTER AND SON CONTRACTING, INC.	
Received: 4/1/2025 1:16pm		Received: 4/1/2025 1:07pm		Received: 4/1/2025 1:10pm	
Labeled & Sealed	<input checked="" type="radio"/> Y <input type="radio"/> N	Labeled & Sealed	<input checked="" type="radio"/> Y <input type="radio"/> N	Labeled & Sealed	<input checked="" type="radio"/> Y <input type="radio"/> N
AL License #	<input checked="" type="radio"/> Y <input type="radio"/> N	AL License #	<input checked="" type="radio"/> Y <input type="radio"/> N	AL License #	<input checked="" type="radio"/> Y <input type="radio"/> N
Bid Bond	<input checked="" type="radio"/> Y <input type="radio"/> N	Bid Bond	<input checked="" type="radio"/> Y <input type="radio"/> N	Bid Bond	<input checked="" type="radio"/> Y <input type="radio"/> N
TOTAL BID		TOTAL BID		TOTAL BID	
\$3,525,237.00		\$3,599,903.84		\$3,688,875.41	

Leigh Ann Kidd 4/01/25
 Leigh Ann Kidd, Purchasing Agent Date