

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 for the parking lot demolition and expansion at Florence SportsPlex for the Florence Parks & Recreation Department, Florence, Alabama, in the total contract amount of \$892,481.38, and in accordance with the terms and conditions of Invitation To Bid REC-4803 dated April 29, 2025, and the same is hereby approved, ratified and confirmed. Five other bids were received from APAC-Alabama Inc., \$1,532,550.00; Rogers Group, Inc., \$1,019,305.00; CG Jones Construction, \$1,097,588.00; Roberts Builders, Inc., \$1,101,000.00; and Freshworks \$1,296,420.00.

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



Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
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www.gmcnetwork.com

May 27, 2025

City of Florence
110 West College Street
Florence, AL 35630
Attn: Bill Jordan

PROJECT: Florence Sports Plex Parking Lot Expansion
Florence, AL
Letter of Recommendation of Award
GMC # LMGM240010

Dear Bill,

On Thursday, May 22, 2025 at 1:30 PM, bid proposals for the above referenced project were opened and read aloud. See enclosed certified bid tabulation. The apparent responsible low bid proposal was submitted by Grayson Carter and Son Contracting, Inc. in the amount of \$892,481.38 which includes Base Bid and Alternate #1.

Goodwyn, Mills, Cawood LLC recommends the award to Grayson Carter and Son Contracting, Inc.

Please let me know if you have any questions.

Sincerely,

GOODWYN MILLS CAWOOD, LLC
John B. Bricken III, ASLA PLA
EVP of Landscape Architecture

Enclosures: Bid Tabulation

FLORENCE SPORTSPLEX PARKING LOT EXPANSION

GMC Project No. LMG6M240010

BID DATE: May 22, 2025

1:30 PM
Page 1 of 1

APAC-Alabama Inc.		Rogers Group, Inc.		CG Jones Construction		Grayson Carter and Son Contracting, Inc.	
107 Jexler Lane Madison, AL 35738		2512 Thana Blvd SW Huntsville, AL 35805		801 George Wallace Blvd Tusculum, AL 35674		PO Box 1089 Athens, AL 35612	
AL LICENSE NO.: 43461		AL LICENSE NO.: 14069		AL LICENSE NO.: 53956		AL LICENSE NO.: 41675	
BID BOND BY: X		BID BOND BY: X		BID BOND BY: X		BID BOND BY: X	
NOTATIONS: None		NOTATIONS: None		NOTATIONS: None		NOTATIONS: None	
ITEMS RECEIVED		ITEMS RECEIVED		ITEMS RECEIVED		ITEMS RECEIVED	
<input checked="" type="checkbox"/> PROPOSAL FORM		<input checked="" type="checkbox"/> PROPOSAL FORM		<input checked="" type="checkbox"/> PROPOSAL FORM		<input checked="" type="checkbox"/> PROPOSAL FORM	
<input checked="" type="checkbox"/> BID BOND		<input checked="" type="checkbox"/> BID BOND		<input checked="" type="checkbox"/> BID BOND		<input checked="" type="checkbox"/> BID BOND	
<input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDUM 1-3		<input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDUM 1-3		<input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDUM 1-3		<input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDUM 1-3	
BIDS		BIDS		BIDS		BIDS	
NOTATIONS		NOTATIONS		NOTATIONS		NOTATIONS	
TOTALS		TOTALS		TOTALS		TOTALS	
BASE BID: \$1,156,290.00		BASE BID: \$713,872.00		BASE BID: \$751,687.00		BASE BID: \$608,634.57	
BID Alternate #1: \$376,250.00		BID Alternate #1: \$305,433.00		BID Alternate #1: \$335,901.00		BID Alternate #1: \$283,846.81	
TOTAL ALL ITEMS: \$1,532,540.00		TOTAL ALL ITEMS: \$1,019,305.00		TOTAL ALL ITEMS: \$1,097,588.00		TOTAL ALL ITEMS: \$892,481.38	
FLORENCE SPORTSPLEX PARKING LOT EXPANSION GMC Project No. LMG6M240010 BID DATE: May 22, 2025 1:30 PM Page 1 of 1							
Roberts Builders, Inc. 204 West First Street Ripley, MS 38863 AL LICENSE NO.: 57365 BID BOND BY: X NOTATIONS: None		Freshworks 695 CR 118 Florence, AL 35633 AL LICENSE NO.: 56604 BID BOND BY: X NOTATIONS: None					
ITEMS RECEIVED <input checked="" type="checkbox"/> PROPOSAL FORM <input checked="" type="checkbox"/> BID BOND <input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDUM 1-3		ITEMS RECEIVED <input checked="" type="checkbox"/> PROPOSAL FORM <input checked="" type="checkbox"/> BID BOND <input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDUM 1-3					
BIDS		BIDS					
NOTATIONS		NOTATIONS					
TOTALS		TOTALS					
BASE BID: \$819,200.00		BASE BID: \$1,100,000.00					
BID Alternate #1: \$281,800.00		BID Alternate #1: \$195,420.00					
TOTAL ALL ITEMS: \$1,101,000.00		TOTAL ALL ITEMS: \$1,295,420.00					

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.

John B Bracken III
Alabama Registration No. 538

Sworn before me this 7 Day of May 2025



Sportsplex Parking Breakdown

Baseball Parking

- 477 Regular Spots
- 26 Handicap

Baseball Turf Parking

- 322 Regular Spots
- 22 Handicap

Softball Parking

- 564 Regular Spots
- 16 Handicap

Soccer Parking

- 100 Regular Spots
- 5 Handicap

Total Spots Currently

- 1469 Regular Spots
- 69 Handicap

Lower Addition

- A range of approximately 440 additional parking spaces, but due to construction grading it could change the total number of spaces.)
- (The spring numbers were as follows:
 - 1,580 total kids
 - 689 Baseball - 250 Softball - 641 Soccer)

Total Spaces with Addition of Lower Parking Lots:

- 1909 Regular Spots
- 69 + addition

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Florence (“Owner”) and Grayson Carter and Son Contracting, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Parking Lot Expansion at Sportsplex**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Florence Sportsplex Parking Lot Expansion – LMGM240010**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Goodwyn Mills Cawood, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Goodwyn Mills Cawood, LLC

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within **150** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid: Eight Hundred Ninety-Two Thousand Four Hundred Eighty-One Dollars and 38/100 dollars \$892,481.38.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. As per HB24, Act #2014-404, all monies not paid when due to the Contractor shall be entitled to interest from awarded authority, at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama, on the unpaid balance due.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition (not attached but incorporated by reference).
6. Drawings consisting of 26 sheets.
7. Addenda (numbers 1 to 3 inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. n/a
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

CITY of Florence
(typed or printed name of organization)

Grayson Carter and Son Contracting, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: Andy Betterton
(typed or printed)

Name: _____
(typed or printed)

Title: Mayor
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
110 West College Street,
Florence, AL 35630

Address for giving notices:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____