

SPONSORS: Jordan, Parks and Recreation Department

RESOLUTION

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

SECTION 1. That the contract with Pro Rain Irrigation Services, Inc., situated at Decatur, Alabama, to provide labor, equipment, materials, and incidentals necessary for the renovation of 12 (twelve) infields and warning tracks located at the Coffee-O'Neil Sportsplex for the City of Florence Parks and Recreation Department, Florence, Alabama, in the total contract amount of \$499,631.80 and in accordance with the terms and conditions of Invitation-To-Bid Number REC-4823, dated July 1, 2025, and the same is hereby approved, ratified, and confirmed. No other bids were received.

SECTION 2. That the Council has investigated and ascertained and hereby finds Pro Rain Irrigation Services, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Pro Rain Irrigation Services, 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 with Pro Rain Irrigation Services, 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

First party has heretofore, in pursuance of law, issued Bid Invitation No. REC-4823, dated July 1, 2025, and the second party was the only responsible bidder and has been awarded the contract to provide labor, equipment, materials, and incidentals necessary for the renovation of 12 (twelve) infields and warning tracks located at the Coffee-O'Neil Sportsplex for the City of Florence Parks and Recreation Department, Florence, Alabama.

This is a lump sum price agreement in the total contract amount not to exceed \$499,631.80 (four hundred ninety-nine thousand six hundred thirty-one dollars and eighty cents) and is the price submitted by the second party in their proposal, which is attached hereto and made a part of this contract. All of the work shall be performed in accordance with the negotiated terms and conditions, and the work shall be performed at a time agreed upon by both parties. 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 change order agreement with the second party.

II

First party employs second party to supply the labor, equipment, materials and incidentals necessary to perform the work as negotiated, all in accordance with the plans, specification and bidding documents included in Invitation-To-Bid Number REC-4823, dated July 1, 2025, for the Coffee-O'Neil Sportsplex Field Renovation for the City of Florence Parks and Recreation Department, Florence, Alabama, and in accordance with the requirements of the City of Florence.

III

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 lump sum price agreement in the total contract amount not to exceed \$499,631.80 (four hundred ninety-nine thousand six hundred thirty-one dollars and eighty cents) and is the price submitted by the second party in their proposal, which is attached hereto and made a part of this contract.

Second party shall furnish, prior to executing the 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 fifty percent (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 general liability aggregate; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. 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 as additional insured.

V

The project shall be completed within sixty (60) work days from the date of the notice to proceed. The notice to proceed 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 automatic extension of work days as agreed upon by both parties.

Failure to complete the work within the contract time will result in the assessment of liquidated damages in the amount of \$500.00 (five hundred dollars) per day of delay until the work is completed.

VI

The second party shall not sublet, sell, transfer, assign, or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the first party. If such consent is given, the second party will be permitted to sublet a portion of the work, but shall perform with his own organization work amounting to not less than fifty percent (50%) of the total contract cost. Any items designated in the contract as "specialty items" may be performed by subcontract, and the cost of any such specialty items performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by second party with his organization. No subcontracts or transfer of contract shall relieve the second party of his responsibility under the contract and bonds, as required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the second party shall furnish the first party with a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

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 an affidavit acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation 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 preceding 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.

A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner, and a printed copy of the notice published.

Immediately after the completion of the contract, the second party shall give notice of the completion by publishing the notice for a minimum of three (3) weeks using one or more of the following methods:

- a. In a newspaper of general circulation within the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties where the work, or some portion thereof, has been done.
- c. On a website utilized by the awarding authority for publishing notices.

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 and 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

Second party agrees to indemnify and save harmless first party and its officers, directors, employees and affiliates from and against any and all liabilities, losses, penalties, fines, claims, cost and expenses incidental thereto

including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of 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, the State of Alabama, and the City of Florence as are applicable 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

“FIRST PARTY”

PRO RAIN IRRIGATION SERVICES, INC.,
a corporation

BY: _____

ATTEST:

ITS: _____

“SECOND PARTY”