

**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, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary for the 2018 Street Resurfacing Program, Florence, Alabama, in the total contract amount of \$1,484,744.17 and in accordance with the bidding documents for Invitation-To-Bid No. CE-945, dated September 19, 2018, and the same is hereby approved, ratified and confirmed. The other bids submitted were as follows: Mid-South Paving, Inc., \$1,722,009.28, North Alabama Paving, Inc., \$1,768,481.30, Joe Keenum Excavation & Construction, Inc. \$2,051,763.25.**

**SECTION 2. That the Council has investigated and ascertained and hereby finds Rogers Group, 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 Rogers Group, 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY COUNCIL**

**APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**MAYOR**

**ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
**CITY CLERK**

STATE OF ALABAMA }  
COUNTY OF LAUDERDALE }

CONTRACT

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

I

First party has heretofore accepted the proposal from the second party to furnish all labor, equipment, materials, and incidentals necessary for the 2018 Street Resurfacing Program, Florence, Alabama, and all in accordance with the bidding documents of Invitation-To-Bid No. CE-945, dated September 19, 2018 and the second party has been awarded the contract.

This is a unit prices agreement in the total estimated amount of \$1,484,744.17 (One million four hundred eighty four thousand seven hundred forty four dollars and seventeen cents) in their proposal which is attached hereunto and is 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 No. CE-945, dated September 19, 2018. 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 in accordance with the bidding documents included in Invitation-To-Bid No. CE-945, dated September 19, 2018, all in accordance with the requirements of the City of Florence.

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 lack of maintenance or adjustment.

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 unit prices agreement in the total amount of \$1,484,744.17 (One million four hundred eighty four thousand seven hundred forty four dollars and seventeen cents) 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 satisfactorily complete the items of work involved. 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.

**V**

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: workman's compensation meeting State of Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general aggregate; Employers liability \$500,000.00 each accident; disease – each employee \$5,000.00. The City of Florence shall be named as additional insured to the contractor's liability insurance policy.

**VI**

The project shall be completed within one-hundred eighty (180) working 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 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 \$2,500.00 (Twenty-five 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 not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving this contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of this contract. E-Verify is a free internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly hired employees. The second party shall furnish documentation that they are enrolled in the E-Verify program and 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 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.

By entering into this contract, the second party affirms that for the duration of this 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 party 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.

**VIII**

The first party shall make partial payments to the second party on or before the 15<sup>th</sup> 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) successive 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. 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 cause 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 herein and if 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 from any claim, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

All laws, rules and regulations of the United States, 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, 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 \_\_\_\_\_, 2018.

**CITY OF FLORENCE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

**FIRST PARTY**

**ROGERS GROUP, INC.**  
a corporation

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

ITS: \_\_\_\_\_

**SECOND PARTY**

PROPOSAL OF: Rogers Group, Inc.

FOR THE CONSTRUCTION OF: 2018 STREET RESURFACING PROGRAM  
 PROJECT NO. CE-945

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1-A	Unclassified Excavation	20.00	Cu. Yd.	<u>Fifty</u> <u>Zero</u> (\$ <u>50.00</u> )	<u>One thousand</u> <u>Zero</u> (\$ <u>1,000.00</u> )
5-A	Crushed Stone Base	10.00	Ton	<u>Thirty</u> <u>Zero</u> (\$ <u>30.00</u> )	<u>Three hundred</u> <u>Zero</u> (\$ <u>300.00</u> )
13	Remove and Restore Cast Iron Frames, Grates, and Covers	81.00	Set	<u>One hundred</u> <u>Seventy five</u> <u>Zero</u> (\$ <u>175.00</u> )	<u>Fourteen thousand</u> <u>One hundred</u> <u>Seventy five</u> <u>Zero</u> (\$ <u>14,175.00</u> )
S-1	Bituminous Concrete Wearing Surface 1/2" Maximum Aggregate Size ALDOT 424 ESAL C/D	8,921.02	Ton	<u>Seventy eight</u> <u>Zero</u> (\$ <u>78.00</u> )	<u>Six hundred ninety five thousand</u> <u>eight hundred</u> <u>thirty nine</u> <u>fifty six</u> (\$ <u>695,839.56</u> )
S-2	Bituminous Concrete Binder 1" Maximum Aggregate Size ALDOT 424 ESAL C/D	6,822.16	Ton	<u>Sixty</u> <u>Zero</u> (\$ <u>60.00</u> )	<u>Four hundred nine thousand</u> <u>Three hundred</u> <u>twenty nine</u> <u>Sixty</u> (\$ <u>409,329.60</u> )
S-3	Bituminous Concrete Patching 1" Maximum Aggregate Size ALDOT 424B ESAL C/D	10.00	Ton	<u>One hundred fifty</u> <u>Zero</u> (\$ <u>150.00</u> )	<u>One thousand</u> <u>five hundred</u> <u>Zero</u> (\$ <u>1,500.00</u> )

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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S-4A	408-A, Planing (Milling) Existing Pavement (2" - 4" Thick)	95,637.68	Sq. Yd.	<u>Two</u> <u>fifteen</u> (\$ <u>2.15</u> )	<u>Two hundred five thousand</u> <u>six hundred</u> <u>thirty one</u> <u>one</u> (\$ <u>205,621.01</u> )
S-4B	408-A, Planing (Milling) Existing Pavement (4" - 6" Thick)	10,714.89	Sq. Yd.	<u>Two</u> <u>twenty five</u> (\$ <u>2.25</u> )	<u>Twenty four thousand</u> <u>one hundred eight</u> <u>fifty</u> (\$ <u>24,108.50</u> )
S-5	Loop Detectors - Standard (ALDOT #730-H)	100.00	Lin. Ft.	<u>Forty</u> <u>zero</u> (\$ <u>40.00</u> )	<u>Four thousand</u> <u>zero</u> (\$ <u>4,000.00</u> )
S-6	Home Run Cable - Shielded (ALDOT #730-I)	100.00	Lin. Ft.	<u>Thirty</u> <u>zero</u> (\$ <u>30.00</u> )	<u>Three thousand</u> <u>zero</u> (\$ <u>3,000.00</u> )
S-7	Broken White Temporary Traffic Stripe (ALDOT #701C-000)	0.405	Mile	<u>Eight hundred</u> <u>zero</u> (\$ <u>800.00</u> )	<u>Three hundred</u> <u>twenty four</u> <u>zero</u> (\$ <u>324.00</u> )
S-8	Solid White Temporary Traffic Stripe (ALDOT #701C-000)	0.750	Mile	<u>Eight hundred</u> <u>zero</u> (\$ <u>800.00</u> )	<u>Six hundred</u> <u>zero</u> (\$ <u>600.00</u> )

PROPOSAL OF: Rogers Group, Inc.

FOR THE CONSTRUCTION OF: **2018 STREET RESURFACING PROGRAM**  
PROJECT NO. CE-945

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S-9	Solid Yellow Temporary Traffic Stripe (ALDOT #701C-000)	3.065	Mile	<u>Eight hundred</u> <u>zero</u> <u>(\$ 800.00 )</u>	<u>Two thousand</u> <u>four hundred</u> <u>fifty two</u> <u>zero</u> <u>(\$ 2,452.00 )</u>
S-10	Broken White, Class 2, Type A Traffic Stripe (0.09" Thick) (ALDOT #701A-040)	0.405	Mile	<u>Two thousand</u> <u>one hundred</u> <u>fifty</u> <u>zero</u> <u>(\$ 2,150.00 )</u>	<u>Eight hundred</u> <u>seventy five</u> <u>(\$ 870.75 )</u>
S-11	Solid White, Class 2, Type A Traffic Stripe (0.09" Thick) (ALDOT #701A-035)	0.750	Mile	<u>Three thousand</u> <u>two hundred</u> <u>zero</u> <u>(\$ 3200.00 )</u>	<u>Two thousand</u> <u>four hundred</u> <u>zero</u> <u>(\$ 2,400.00 )</u>
S-12	Solid Yellow, Class 2, Type A Traffic Stripe (0.09" Thick) (ALDOT #701A-035)	4.592	Mile	<u>Two thousand</u> <u>six hundred</u> <u>twenty five</u> <u>zero</u> <u>(\$ 2,625.00 )</u>	<u>Twelve thousand</u> <u>fifty four</u> <u>zero</u> <u>(\$ 12,054.00 )</u>
S-13	Traffic Control Markings Class 2, Type A (ALDOT #703A-002)	5,903.71	Sq. Ft.	<u>Four</u> <u>fifty</u> <u>(\$ 4.50 )</u>	<u>Twenty six thousand</u> <u>five hundred</u> <u>sixty six</u> <u>seventy</u> <u>(\$ 26,566.70 )</u>
S-14	Traffic Control Legends Class 2, Type A (ALDOT #703B-002)	112.05	Sq. Ft.	<u>Five</u> <u>zero</u> <u>(\$ 5.00 )</u>	<u>Five hundred</u> <u>sixty</u> <u>twenty five</u> <u>(\$ 560.25 )</u>

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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S-15	Removing Stripe and Markers (ALDOT #703-C)	4,797.60	Sq. Ft.	<u>Three</u> <u>Zero</u> <u>(\$ 3.00 )</u>	<u>Fourteen thousand</u> <u>Three hundred</u> <u>Ninety two</u> <u>Eighty</u> <u>(\$14,392.80 )</u>
S-16	Seperative Geotextile Fabric (ALDOT #608-A)	100.00	Sq. Yd.	<u>Two</u> <u>Zero</u> <u>(\$ 2.00 )</u>	<u>Two hundred</u> <u>Zero</u> <u>(\$ 200.00 )</u>
S-17	Underwater Embankment "Surge Rock" (ALDOT #210-F)	15.00	Ton	<u>Thirty</u> <u>Zero</u> <u>(\$ 30.00 )</u>	<u>Four hundred</u> <u>Fifty</u> <u>Zero</u> <u>(\$450.00 )</u>



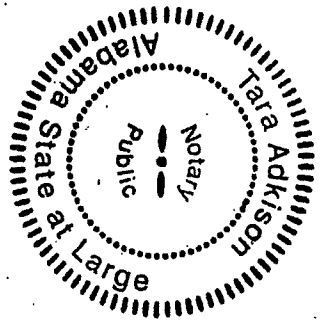
PROPOSAL OF: Rogers Group, Inc.

FOR THE CONSTRUCTION OF: 2018 STREET RESURFACING PROGRAM  
 PROJECT NO. CE-945

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S-18	Mobilization (ALDOT #600A-000)	1.00	Lump Sum	<u>Sixty five thousand</u> Zero Dollars & Cents (\$ 65,000.00 )	<u>Sixty five thousand</u> Zero Dollars & Cents (\$ 65,000.00 )

TOTAL

One million four hundred eighty four thousand seven hundred forty four  
Seventeen Dollars & Cents  
 (\$ 1,484,744.17 )



My Commission Expires OCT. 3, 2021

*Tara Adkison*

AUTHORIZED SIGNATURE: *[Signature]*  
 DATE: 10/15/2018  
 COMPANY NAME: Rogers Group, Inc.  
 STATE OF ALABAMA CONTRACTORS LICENSE # 14069  
 ADDRESS 520 Three Mile Lane  
 CITY Tusculum STATE AL ZIP CODE 35674  
 TELEPHONE NUMBER 256.383.1645  
 FAX NUMBER 256.381.4464