

City of Madison Downtown Drainage Improvements COR #001 REVISED



Grayson Carter & Son Contracting, Inc.

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<u>Quote To:</u>	City of Madison	<u>Job Name:</u>	City of Madison Downtown Drainage Im
<u>Attention:</u>	Michelle Dunson	<u>Plans By:</u>	N/A
<u>Phone:</u>		<u>Date of Plans:</u>	N/A
<u>Fax:</u>		<u>Plans Received:</u>	N/A
		<u>Date of Quote:</u>	12-01-23

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
102	Handrail on Wing Wall	1.00	LS		4,095.00
GRAND TOTAL					\$ 4,095.00

NOTES:

Exclusions:

* This Proposal is Priced to Only Perform the Work Listed Above. Any Exclusions / Qualifications in this Document does not Override / Change the Original Contract.

Qualifications:

- * Price Good for 30 Days.
- * This is a Lump Sum Proposal. Only the Items Listed Are Being Quoted.
- * Excess Excess Material/Topsoil to be Wasted Onsite.
- * Engineering/Layout for Our Items of Work Only.
- * If Quote Includes ADEM Permit it is to Transferred to the Owner Upon Completion of the Project at Owners Expense.
- * Site Grading/Mass Grading Final Grades to be +/- .20 Feet.
- * Drainage of Paved Areas Will Not Be Guaranteed When Design Slope is Less Than 1%.
- * Dust Control/Street Sweeping For other Trades/Contractors Is Not Included In This Proposal.
- * This proposal has been calculated based on the current prices for various scopes of work. In the event of significant price increases of material, equipment or fuel occurring prior to or during the performance of the agreement through no fault of the contractor or its subcontractors, the proposal or contract sum shall be equitably increased.
- * Site grading based on utilizing on site cut material in on site fills.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Construction Agreement (the "Agreement") made this ___ day of _____, 202_, by and between _____ ("Owner"), whose address is located at _____ and Grayson Carter & Son Contracting, Inc. ("Contractor"), whose principal office is located at 146 Roy Long Road West, Athens, Alabama 35611. Owner and Contractor are sometimes referred to collectively as the "Parties" or individually as a "Party".

The Parties hereto agree as follows:

1. **THE WORK:** In consideration of the payment by Owner as set forth in Section 2 herein, Contractor agrees to furnish all necessary labor, materials, and equipment to perform the work set forth in the Proposal attached hereto as Exhibit A (the "Work").
2. **CONTRACT SUM:** In consideration of Contractor's performance of the Work, Owner agrees to pay Contractor the

amounts set forth in the Proposal attached hereto as Exhibit A.

3. TIME: The Work shall commence within _____ days from the date of this Agreement. The Contractor shall complete the work in accordance with the schedule agreed upon by Owner and Contractor.

4. WARRANTY: Contractor warrants that the all Work shall be of good quality, and free from faults and defects. The Contractor shall, for a period of one year after completion of the Work, correct work not conforming to this warranty.

5. CONCEALED AND UNKNOWN CONDITIONS: If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Proposal or from those conditions ordinarily found to exist, the amount paid to Contractor for the Work shall be equitably increased.

6. CHANGES: The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the amount paid to Contractor and time for completion being adjusted accordingly.

8. RESPONSIBILITY FOR SITE: Owner shall be solely responsible for the failure of the site on which the Project is located to meet all applicable federal, state and/or local laws concerning chemical, hazardous substance, and/or any form of contamination.

8. PAYMENT: The Contractor will submit its Application for Payment to Owner for the Work performed during the applicable month on or before the tenth day of the following month and Owner shall make payment to Contractor within twenty (20) days following Owner's receipt of the Application for Payment.

9. FORCE MAJEURE: the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by adverse weather, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the time to perform the Work shall be subject to equitable adjustment.

10. WAIVER OF CONSEQUENTIAL DAMAGES: Owner and Contractor waive all claims against the other Party for consequential damages arising out of or related to this Agreement.

11. DISPUTES: Should any dispute(s) arise between the Parties to this Agreement arising out of or related to this Agreement, then, at the election of Contractor, such dispute(s) shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration shall be conducted in Huntsville, Alabama.

12. APPLICABLE LAW: This Agreement, its construction and interpretation, shall be governed in accordance with the laws of the State of Alabama.

AGREED TO on the date first written above.

Grayson Carter and Son Contracting, Inc.

Estimator/Project Manager

Individual or Firm Name _____

Signature and Title _____

Date _____