

SPONSORS: Perkins, Fire Department

RESOLUTION

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

SECTION 1. That the contract with Nextran Truck Center, Inc., situated at Tuscumbia, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to replace the fuel supply pump on the E-O Fire Truck per Work Order No. SW29361 dated October 3, 2018 for the Fire Department, Florence, Alabama, in the approximate amount of \$1,430.36 and in accordance with the negotiated terms and conditions, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Williams Fire Apparatus, 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 Williams Fire Apparatus, 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 Nextran Truck Center, 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 to replace the fuel supply pump on the E-O Fire Truck per Work Order No. SW29361 dated October 3, 2018 for the Fire Department, Florence, Alabama, and all in accordance with the negotiated terms and conditions.

And first party has heretofore, in pursuance of law, negotiated with the second party to perform the work in the total contract amount of \$1,430.36. (one thousand four hundred thirty dollars and thirty six cents) and is the price submitted by the second party 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 negotiated terms and conditions and the work shall be performed at a time agreed upon by both parties.

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 requirements of the City of Florence, which said requirements and all conditions set out in the negotiations are hereby referred to and adopted and made a part of this contract.

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 the total contract in the amount of \$1,430.36 (one thousand four hundred thirty dollars and thirty six cents) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. 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

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 thirty (30) calendar 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 \$500.00 (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 (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 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: _____

ATTEST:

Mayor

FIRST PARTY

NEXTRAN TRUCK CENTER, INC.
a corporation

BY: _____

ATTEST:

ITS: _____

SECOND PARTY

NEXTRAN TRUCK CENTER - TUSCUMBIA
 22031 HIGHWAY 72
 TUSCUMBIA, AL 35674
 PHONE (256) 383-9546

Order No. SW29361
 Invoice Date 10/03/18

WORK ORDER INVOICE
 Customer Copy

Page 1
 Time 12:49:41

B CITY OF FLORENCE FIRE DEP
 I FIRE & RESCUE
 L P. O. BOX 98
 L FLORENCE, AL 35631

4ENBAAA87P1002865 1993 E-O FIRE TRUCK
 Unit 3 License
 Reading In 109422 O.
 Arrival 9/18/18 at 13:51
 DELIVERY 0/00/00
 PO# 176417
 GVW
 SW# 104

Cust# 06595
 (256) 760-6475

Terms A/R Charge

Equip
 Owner 06595 CITY OF FLORENCE

S U M M A R Y

Seg Description	Labor	Parts	Misc.	Total
01 CSA CHECK 22 INSPECTIO	.00	.00	.00	Internal
02 PERFORM PRELIMINARY DI	540.00	75.92	.00	615.92
03 QM SUPPLY PUMP, FUEL	472.50	223.22	17.47	713.19
T O T A L S	1,012.50	299.14	17.47	1,329.11

Tax I.D.: GOVERNMENT MISCELLANEOUS SUPPLIES : 101.25
 SALES TAX : .00

*** PAY THIS AMOUNT *** CUSTOMER TOTAL : 1,430.36

01 CSA CHECK 22 INSPECTION Code: DSV
 SW# 104 MELISSA SATKAMP
 QUICK CARE / RIDE ASSURED IS A BASIC SERVICE AND VEHICLE INSPECTION

LABOR CHARGED:

TRUCK CENTERS Labor Amount No Charge

TOTAL PARTS No Charge
 SEGMENT SUBTOTAL INTERNAL

02 PERFORM PRELIMINARY DIAGNOSTICS Code: DSV
 SW# 104 MELISSA SATKAMP

CHECK FOR NOT RUNNING
 CHECK AND FOUND THE FUEL SUPPLY PUMP WAS BAD
 INSTALL A DISCONNECT TO BYPASS THE IGNITION SOLENOID

LABOR CHARGED: Regular Hrs Overtime Hrs Premium Hrs
 4.00

Labor Amount 540.00

TERMS: Cash and payable upon receipt of goods unless other arrangements are made in advance. No discounts allowed. No material may be returned without Nextran Truck Center's permission. Claims or returns must be made within ten (10) days of the date of purchase, accompanied by this invoice. Returns are subject to a handling charge of not less than twelve percent (12%) of the cost charged for goods to the undersigned. Nextran Truck Centers shall be entitled to recover the reasonable attorneys' fees and other costs incurred by it in any action or proceeding arising out of or related to the enforcement or collection of this invoice, in addition to any other relief to which it may be entitled. Service charges accrue on unpaid accounts at the rate of 1.5% per month (18% per annum) from the due date.

VENUE: Any litigation or other adversary proceeding arising from or related to this invoice or the parts or repair work referenced in this invoice shall be resolved solely in the courts of competent jurisdiction in the state and county in which the Nextran Truck Centers dealership providing the goods or services specified in this invoice is located, and each of the undersigned and Nextran Truck Centers hereby irrevocably (i) consents to the personal jurisdiction of any such court and (ii) expressly waives any objection to venue and any claim that any such court constitutes an inconvenient forum. The undersigned agrees that service of process may be made on the undersigned by mailing a copy of the summons and complaint by certified mail, return receipt requested, to the undersigned's address on file with Nextran Truck Centers.

ABSOLUTELY NO RETURNS ON ELECTRICAL EQUIPMENT, NON STOCKED ITEMS, OR SPECIAL ITEMS.

Rec'd By

DATE NO. DW25301
 Date 10/03/18
 Segment 02 continued

WORK ORDER INVOICE
 Customer Copy

Page :
 Time 12:49:41

Parts Qty/Part#/Desc	N T	Unit Price	Extended Amount
1 OTHER	R X		
1 4771-AF3100F	R N	33.56	33.56
2 699AXF	N	6.25	6.25
5 8079360	N	16.78	33.56
	Y N	.51	2.55
TOTAL PARTS			75.92
SEGMENT SUBTOTAL			615.92

03 QM SUPPLY PUMP, FUEL

Code: DSV
 SW# 285 MVAssist

REPLACE THE FUEL SUPPLY PUMP
 PRIME FUEL SYSTEM AND ENGINE RUNS GOOD

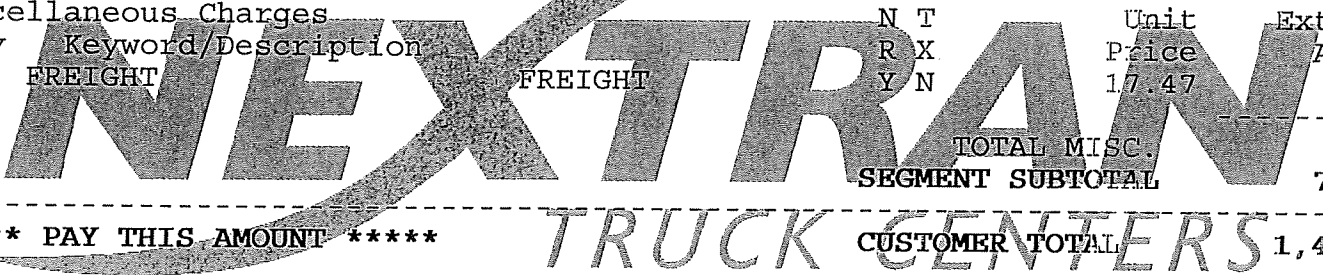
LABOR CHARGED:	Regular Hrs	Overtime Hrs	Premium Hrs	Labor Amount
	3.50			472.50

Parts Qty/Part#/Desc	N T	Unit Price	Extended Amount
1 OTHER	R X		
	R N	223.22	223.22
TOTAL PARTS			223.22

Miscellaneous Charges Qty	Keyword/Description	N T	Unit Price	Extended Amount
1	FREIGHT	R X		
	FREIGHT	Y N	17.47	17.47
TOTAL MISC.				17.47
SEGMENT SUBTOTAL				713.19

***** PAY THIS AMOUNT *****

CUSTOMER TOTAL 1,430.36



TERMS: Cash and payable upon receipt of goods unless other arrangements are made in advance. No discounts allowed. No material may be returned without Nextran Truck Center's permission. Claims or returns must be made within ten (10) days of the date of purchase, accompanied by this invoice. Returns are subject to a handling charge of not less than twelve percent (12%) of the cost charged for goods to the undersigned. Nextran Truck Centers shall be entitled to recover the reasonable attorneys' fees and other costs incurred by it in any action or proceeding arising out of or related to the enforcement or collection of this invoice, in addition to any other relief to which it may be entitled. Service charges accrue on unpaid accounts at the rate of 1.5% per month (18% per annum) from the due date.

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Rec'd By _____