

RESOLUTION

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

SECTION 1. That the contract with Growing Solutions South, LLC, situated at Ft. Meyers, Florida, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to install a water treatment injection system as stated in the attached proposal dated September 3, 2024, at the Coffee-O'Neal Sportsplex, Florence, Alabama, in the total contract amount not to exceed \$39,806.56 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 Growing Solutions South, LLC, 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 Growing Solutions South, LLC, 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 _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK-TREASURER

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 Growing Solutions South, LLC, a limited liability company 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 to provide labor, equipment, materials, and incidentals necessary to install a water treatment injection system as stated in the attached proposal dated September 3, 2024, at the Coffee-O’Neal Sportsplex, 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. This is a lump sum price agreement in the total contract amount not to exceed \$39,806.56 (thirty-nine thousand eight hundred six dollars and fifty-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. 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 a lump sum price agreement in the total contract amount not to exceed \$39,806.56 (thirty-nine thousand eight hundred six dollars and fifty-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) 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 project within the contract time shall result in an assessment of liquidated damages in the amount of \$250.00 (two hundred fifty 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 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.

Final payment on account of this agreement shall be made within 15 (fifteen) days after final acceptance by the first party.

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 _____, 2024.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

Mayor

ATTEST:

FIRST PARTY

GROWING SOLUTIONS SOUTH, LLC,
a limited liability company

BY: _____

ITS: _____

ATTEST:

SECOND PARTY



Quote

Growing Solutions South, LLC
 6360 Corporate Park Circle, Unit 2
 Ft. Meyers, FL 33966
 (630) 991-0333

Name:	Jack Vinson	Job:	Model 550 Injection System
Company:	Florence Sportsplex	Date:	9-3-24
Address:	1 Sportsplex Drive	Revised:	9-3-24
City, State Zip:	Florence, AL 35633	Rep:	Scott Speiden
Cell:	254-349-7370	Email:	zvinson@florenceAl.org

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Model 550 Water Treatment Injection System	1	19,900.00	\$19,900.00
Alloy 20 injection lance, Automatic Probe Clean, Flow Sensor valve			
Hydraulically actuated diaphragm pump 15 GPH			
Variable speed pumping system with pH trim			
Series 550 pH controller with flow cell and sensor			
Isolation valves, calibration cylinder, back pressure valve			
250 Gallon Totes to be used (Customer to unload totes)			
pHirst Water Amendment (1000 gal Minimum Delivery)	1000	11.00	\$11,000.00
Freight TBD (Customer to pay freight charges for totes)	1	1000.00	\$1,000.00
Travel Expenses / Hotel Stays (Final Price added to Invoice)	5	280.00	\$1,400.00
Installation / Labor	5	1,030.00	\$5,150.00

QUOTE IS GOOD FOR 20 DAYS / INVOICE NET 30

SUBTOTAL **\$38,450.00**

ONE (1) YEAR MANUFACTURER WARRANTY

TAX \$0.00

IF A 220B FLOW METER IS NEEDED **(\$1,356.56)**

CUSTOMER TO SUPPLY 240V SINGLE PHASE / 4 WIRE WITH NEUTRAL

FREIGHT

INSTALLATION TIMES ARE RUNNING 8-10 WEEKS

TOTAL \$38,450.00

The signer _____ Date _____ agrees to
 comply with this contract / purchase order and is the acting golf course
 superintendent at the facility listed above and has the purchasing authority to make
 such financial decisions on behalf of the Golf Course, Village or Nursery.

County Taxes Added to Invoice

Reply to email with products and quantity wanted *Confirm pricing*

scott@yourgrowingsolutions.com