

SPONSORS: Koonce, Solid Waste and Recycling Department

**RESOLUTION**

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

**SECTION 1.** That the contract with Oil Equipment Company, Inc., situated at Trussville, Alabama, to provide labor, equipment, materials and incidentals necessary to upgrade the fueling system at the Florence Landfill for the Solid Waste and Recycling Department, Florence, Alabama, in the total contract amount not to exceed \$24,500.00, 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 Oil Equipment Company, Inc., to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the agreement for such services be awarded to Oil Equipment Company, 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 \_\_\_\_\_, 2024.

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

CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

CITY CLERK-TREASURER

STATE OF ALABAMA            X  
  X  
COUNTY OF LAUDERDALE    X

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 Oil Equipment Company, 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 accepted the proposal from the second party to provide labor, equipment, materials, and incidentals necessary to upgrade the fueling system at the Florence Landfill for the Florence Solid Waste and Recycling Department, Florence, Alabama.

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 \$24,500 (twenty-four thousand five hundred dollars) 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 \$24,500 (twenty-four thousand five hundred dollars) 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: 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 aggregate; \$1,000,000.00 completed operations, \$1,000,000.00 personal & advertising 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 to the contractor's liability insurance.

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 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.

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 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, 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 \_\_\_\_\_, 2024.

CITY OF FLORENCE, ALABAMA  
a municipal corporation

ATTEST: BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CITY CLERK "FIRST PARTY"

OIL EQUIPMENT COMPANY, INC.  
a corporation

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

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

\_\_\_\_\_  
"SECOND PARTY"

# OIL EQUIPMENT CO.

City of Florence  
102 S Court St  
Florence, AL 35630  
Job Contact: David Koonce  
Phone: 256-248-5102  
Email: [DKoonce@florenceal.org](mailto:DKoonce@florenceal.org)

Customer PO:

Billing Contact: TBD  
Phone: TBD  
Email:

## Job Site:

City of Florence Landfill  
29485 Co Rd 14  
Florence, AL 35630

Unless otherwise stated, Oil Equipment Company will furnish and install necessary labor, materials, and heavy equipment to complete the following proposal:

## Scope of work:

- Remove and dispose of existing Fuel Guard pedestal
- Install a metal plate and junction box in the location of the removed pedestal.
- Furnish and install one (1) new Fuelmaster FMU 5725-F2 to the left of the existing Gasoline pump.
  - Cellular
  - Prokee/Prox enabled
  - 50 amp
  - 2 Hose unit
  - Tank Monitor Interface Kit
- FMLive annual software. This site will be monitored under the same software package as the new fuel island. By adding this site, it takes the cost of each site down to **\$1,998** per year. Your yearly total for both sites will now be **\$3,996** per year, this is a savings of **\$400** per year.

Materials.....	\$18,310.00
Labor.....	\$6,190.00
Total.....	<b>\$24,500.00</b>

Thanks,

Justin Ashby  
205-215-2613  
[Justina@oilequipmentco.com](mailto:Justina@oilequipmentco.com)

Oil Equipment Company, Inc.

# OIL EQUIPMENT CO. INC.

**Exclusions:**

Permits

Tax

Price based on used as much of existing electrical conduits and wiring as feasible

Price based on fuel being in tanks upon arrival.

Price based on existing fuel dispensers working as intended upon arrival

Price based on customer providing vehicles for testing after installation

Price based on existing pulsars and pulsar wiring working as intended upon arrival

Price based on reusing existing pulsars and pulsar wiring as feasible

**Payment Terms:**

All equipment invoices are billed when Oil Equipment Co., Inc. is invoiced and are due upon receipt.

All progress/final billing invoices are due upon receipt.

Customer/Representative Printed Name

Customer/Representative Signature

Date

OIL  
EQUIPMENT CO.  
INC.

**Oil Equipment Company, Inc.**

6841 Gadsden Highway Trussville, AL 35173 | Phone: 205-252-6961 | Fax: 205-252-9204 | [www.oilequipmentco.com](http://www.oilequipmentco.com)