

**RESOLUTION**

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

**SECTION 1. That the contract with Irons Electric Company, Inc., situated at Florence, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to retrofit current light fixtures to LED lights as stated in the attached proposal dated October 8, 2024, at the Employee Health and Wellness Clinic, Florence, Alabama, in the total contract amount not to exceed \$1,900.00 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 Irons Electric Company, 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 Irons Electric Company, 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 \_\_\_\_\_, 2024.

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

CITY COUNCIL

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

\_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
CITY CLERK-TREASURER



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 \$100.00 (one 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 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 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

IRONS ELECTRIC COMPANY, INC.  
a corporation

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

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

ATTEST:

\_\_\_\_\_

SECOND PARTY

# IRONS ELECTRIC CO., INC.

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Electrical Contractors  
Residential - Commercial - Industrial  
Phone: (256) 766-3870  
Fax: (256) 766-3874

P O Box 221  
Florence, AL 35631  
Email: [ironsec@bellsouth.net](mailto:ironsec@bellsouth.net)

October 8, 2024

Florence Building Department

Attention: Beth Harrison  
Retrofit to LED Bulbs  
City of Florence Health and Wellness Center

**\*PROPOSAL\***  
**\$1,900.00**

Replace 44-4' Florescent Bulbs with LED  
Replace 18-2' "U" Tube Florescent Bulbs with LED  
Replace 4-3' Florescent Bulbs with Led

Jay Irons