

RESOLUTION

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

SECTION 1. That the contract with Perry Weather, Inc., situated at Dallas, Texas, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to install two outdoor warning systems including camera and one year weather station subscription as stated in the attached proposal dated November 7, 2024, at the Sports Complex, Florence, Alabama, in the total contract amount not to exceed \$9,600.00 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 Perry Weather, 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 Perry Weather, 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.

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 Perry Weather, 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 provide labor, equipment, materials, and incidentals necessary to install two outdoor warning systems including camera and one year weather station subscription as stated in the attached proposal dated November 7, 2024, at the Sports Complex, 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 \$9,600.00 (nine thousand six 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 \$9,600.00 (nine thousand six 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: 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

Perry Weather, Inc.
a corporation

BY: _____

ITS: _____

ATTEST:

SECOND PARTY



City of Florence, AL - Complete Weather Safety System (2 Unit Subscription)

City Of Florence, Al
110 W College St
Florence, AL 35630

Reference: 20241107-191744885
Quote created: November 7, 2024
Quote expires: December 31, 2024

Comments from Oliver Minton

This Quote Includes:

* 2 Units for Florence Sportsplex

Products & Services

| Name | Qty | Unit price | Total |
|--|-----|------------------|------------------------------|
| Software + Outdoor Warning System & Weather Station (OWX) Subscription Bundle | 2 | \$3,000.00 /year | \$6,000.00 /year for 7 years |
| SOFTWARE: - 10 Users w/ mobile app + computer dashboard - Custom text alerts for heat, lightning, etc. - 24/7 Meteorologist support (call, text, and email) - Widget for website, TV, etc. - Mass Notify feature - Monitor each facility separately - GPS Specific alerts as you travel OUTDOOR WARNING SYSTEM: - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times - Flashing Strobe Light - Hardwired power. Solar Available Upon Request - Cellular Connection WEATHER STATION: - On-Site Wet Bulb Globe Temp - Wind Speed/Direction/Chill - Precipitation, Evapotranspiration - Exportable Historic Data Reports - Hardwired power. Solar Available Upon Request - Cellular Connection - HD Sky Camera | | | |
| Live Stream Camera (per camera) View a live video stream from your Perry Weather unit. (Note that unit must have direct power. Also note that if unit has cellular connection, streaming will be capped at 30 hours per month.) | 2 | \$500.00 /year | \$1,000.00 /year for 7 years |
| Assisted Installation, Per Unit Requires on-site assistance from customer | 2 | \$950.00 | \$1,900.00 |
| Shipping, per Unit | 2 | \$350.00 | \$700.00 |

Subtotals

| | |
|-------------------|------------|
| Annual subtotal | \$7,000.00 |
| One-time subtotal | \$2,600.00 |
| Total | \$9,600.00 |

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Oliver Minton, Senior Account Executive
oliver@perryweather.com, +12514245661



Perry Weather Inc. perryweather.com 3102 Oak Lawn Ave Suite #202 Dallas, TX 75219

SOLE SOURCE JUSTIFICATION

Perry Weather provides an exclusive and unique, software technology platform, known as the Perry Weather Web Dashboard (PW). PW is a proprietary software and hardware solution that is the only outdoor notification system which combines wireless hardware, PA capable sirens, black bulb sensors, and industry leading software technology. There is no other comparable turnkey solution in the United States. PW is both a proactive weather notification system and a real-time emergency management tool. All PW software seamlessly and wirelessly syncs to proprietary Outdoor Warning System (OWS) and Weather Station (WXS) hardware.

Perry Weather is a sole source vendor and manufacturer that designs, develops, produces, and sells proprietary lightning detection software technology. PW is the only weather safety and emergency management notification platform with the following technologies:

Advanced Software Technologies: PW Mass Notification, PW Historical Data Log, and PW Custom Widget Builder provide software technology solutions that no other vendor offers.

Advanced Hardware Features: OWS hardware is equipped with text-to-speech public address speakers, multiple lighting options for various emergency scenarios, and a remote manual triggering option. It is extensively configurable to meet the specific needs of each individual client and is the sole solution with PA capabilities.

Comprehensive Weather Data: PW leverages an exclusive in-house mesonet comprised of nationwide weather stations for real-time data including temperature, heat index, wet bulb globe temperature, precipitation, wind speed, wind chill, wind gust, Air Quality Index, and evapotranspiration.

Comprehensive Integration: Standalone hardware is seamlessly integrated with PW's proprietary software, providing an all-encompassing, end-to-end turnkey solution.

Proactive Weather Notification: PW offers a proactive weather notification system that not only alerts users to impending weather events but also serves as a comprehensive emergency management tool.

Authorized Signature:

Colin M. Perry

Name:

Colin Perry

Title:

CEO

Date:

01/10/2024