

**RESOLUTION**

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

**SECTION 1. That the contract with HelpWith, LLC, situated at Killen, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to replace two entry doors as stated in the attached proposal dated December 12, 2024, at Kennedy Douglas Art Center, Florence, Alabama, in the total contract amount of \$2,972.00, 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 HelpWith, 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 HelpWith, 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 \_\_\_\_\_, 2025.**

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

**CITY COUNCIL**

**APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**MAYOR**

**ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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

STATE OF ALABAMA        X  
                                  X  
COUNTY OF LAUDERDALE X

C O N T R A C T

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 HelpWith, LLC, party of the second part.

W I T N E S S E T H:

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 replace two entry doors as stated in the attached proposal dated December 12, 2024, at Kennedy Douglas Art Center, 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 of \$2,972.00 (two thousand nine hundred seventy-two 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 of \$2,972.00 (two thousand nine hundred seventy-two 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 \$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**

Payment to second party shall be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work done or materials to be furnished, which in the opinion of the City, represent a significant quantity, shall be authorized by change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

**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 \_\_\_\_\_, 2025.

CITY OF FLORENCE, ALABAMA  
a municipal corporation

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

Mayor

ATTEST:

\_\_\_\_\_

FIRST PARTY

HelpWith, LLC  
a limited liability partnership

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

ATTEST:

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

\_\_\_\_\_

SECOND PARTY





# HelpWith

A Handyman Company

# ESTIMATE

# EST-001098

Estimate Date: Dec 12, 2024

Expiry Date: Jan 09, 2025

**FROM:**

**HelpWith, LLC**  
PO Box 454  
Killen, AL, 35645  
Email: matt.denton@helpwithhandyman.com  
Phone: (256) 394-0146

**TO:**

**Florence Arts And Museums**  
Attn: Brian Murphy  
217 East Tuscaloosa Street  
Florence, AL, 35630  
Phone: (256) 760-6380

**JOB LOCATION:**

**Florence Arts And Museums**  
217 East Tuscaloosa Street  
Florence, AL, 35630

**JOB:**

Exterior Door Replacement

#	Services	Qty	Price	Tax (%)	Total
1	Rear Entry Door Installation and Finishing	1.00	\$650.00	No Tax	\$650.00

For the scope of this project, HelpWith will remove the existing door, install a new prehung left outswing steel insulated exterior door with half-panel windows, and paint/finish the new door and casings. This includes installing a lever-handled lockset (with deadbolt) and a threshold of less than 1/2 inch in height to comply with ADA accessibility requirements. Due to the replacement of the threshold, an added sweeper seal may be required to properly seal the bottom of the door. If this is required, HelpWith will install this seal at no additional cost. Also included is the installation of a delayed action door closing mechanism that complies with ADA opening resistance force and closing delay requirements. The paint color and finish preference will be to the client's specifications and will need to be communicated before the start of work.

HelpWith will supply all materials required for project completion.

2	Garage Entry Door Installation and Finishing	1.00	\$600.00	No Tax	\$600.00
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For the scope of this project, HelpWith will remove the current door and replace it with an insulated steel 6-panel exterior door and finish to client specifications. HelpWith will also address the open spacing around the current brick molding to ensure a functional and aesthetically accurate trim work is installed to seal the space around the new brick molding. A new lockset with a deadbolt will be installed and casings finished and/or replaced with 1x6 dimensional lumber on the interior of the door to match the existing trim work.

HelpWith will supply all materials required for project completion.

#	Services	Qty	Price	Tax (%)	Total
	Total				\$1,250.00
#	Materials	Qty	Price	Tax (%)	Total
3	Prehung Insulated Exterior Door (12 window panels)	1.00	\$835.00	No Tax	\$835.00
4	Prehung Insulated Exterior Door (Solid)	1.00	\$317.00	No Tax	\$317.00
5	Delayed Action Door Closer ADA-compliant	1.00	\$220.00	No Tax	\$220.00
6	Public Access Threshold Height: 1/2 inch, or less	1.00	\$50.00	No Tax	\$50.00
7	Locksets Lever Design	1.00	\$140.00	No Tax	\$140.00
8	Exterior Trim	1.00	\$55.00	No Tax	\$55.00
9	Paint & Supply Color to match, per client specifications.	1.00	\$105.00	No Tax	\$105.00
	Total				\$1,722.00
				Subtotal	\$2,972.00
				<b>Grand Total (\$)</b>	<b>\$2,972.00</b>

**Accepted payment methods**

Credit Card, Check, Cash, PayPal

**Message**

Brian,

Thank you for considering HelpWith for your projects. We are looking forward to the opportunity to exceed your expectations!

As mentioned during our consultation, the cost to add an aluminum awning over the detached garage entry door is approximately \$600. This will mitigate future water damage and preserve the investment made in the replacement of the door and trim.

Thank you again for allowing HelpWith to compete for your business.

With gratitude,  
Matt Denton

**Terms**



## HelpWith, LLC - TERMS AND CONDITIONS

1. **Agreement:** This Agreement is between HelpWith, LLC ("HelpWith") and Florence Arts and Museums (the "Owner") and/or their agents. HelpWith agrees to do the work approved in writing by the Owner and HelpWith outlined on the scope of Work attached hereto as Exhibit A (the "Work").
2. **Payment of Funds and Deposit:** Owner hereby agrees to pay HelpWith for the Work. Payment for the materials purchased to complete the Work shall be made prior to HelpWith commencing performance of the Work. Owner must make all remaining payments immediately upon completion of the Work or upon the due date stated in an invoice provided by HelpWith to Owner, whichever is the later to occur. All payments made pursuant to this agreement shall only be made to HelpWith. The cost of the Work shall be set forth in an estimate provided to Owner prior to commencement of the Work, and any fees due under a Change Order. Acceptable payment methods are cash or credit/debit cards. Checks may also be accepted with HelpWith's consent prior to the performance of the Work.
3. **Deposit/Late Payment / Service Charge:** For Work totaling over \$5,000.00, HelpWith may require a \$ 1,000.00 deposit before commencing Work. Any funds owed greater than 30 days beyond the payment due date are subject to a late fee of five percent (5%) on the unpaid balance.
4. **Work Schedule:** All details of the job must be finalized prior to being placed on our schedule. HelpWith agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. HelpWith shall commence Work within 30 days of the execution of these Terms and Conditions, allowing time for reasonable delays for which HelpWith is not responsible. HelpWith is responsible for establishing scheduling and sequencing of the Work to be performed, which will be estimates and not binding. Reasonable delays include but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts, or other causes beyond HelpWith's control.
5. **Materials:** HelpWith shall provide necessary labor, materials, and sales tax on materials to complete the Work as specified. HelpWith shall not be responsible for an exact match of any materials. All materials shall remain the property and title of HelpWith until fully paid by the Owner. All surplus materials shall remain the property of HelpWith unless, at HelpWith's option, turned over to the Owner upon the completion of the Work. HelpWith may, in its own discretion, substitute materials to be used in the Work. If determined by HelpWith, during the performance of the Work, that additional labor and materials are required beyond what is specified in this Agreement in order to complete the Work, the cost for the additional labor and materials will be borne by Owner.
6. **Changes in Contract:** Owner hereby acknowledges that any Change Orders, requested by Owner and approved by HelpWith pursuant to this section of this Agreement, shall be paid as per the terms of the HelpWith's Change Order policy and reflected on the Change Order Form attached hereto as Exhibit B. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner, unless such changes or additions are cited in this Agreement.
7. **Owner Responsibilities:** Owner warrants to HelpWith that he/she is the legal owner of the Property. Owner agrees to provide to HelpWith at no charge, electric power and water for construction purposes. Owner shall make himself/herself available during the performance of the Work for clarification of specifications, approval of additional work and to provide adequate access to the Property as may be required.
8. **Default:** If HelpWith materially breaches a provision of this Agreement, Owner may, after giving HelpWith written notice of the breach and twenty (20) days to substantially cure such breach, terminate this Agreement in writing. If Owner fails to timely make any payment required by this Agreement when due, HelpWith may immediately terminate this Agreement with written termination notice to Owner, or cease work without breach pending payment or resolution of dispute. If Owner otherwise materially breaches any provision of this Agreement, HelpWith may, after giving Owner written notice of the breach and twenty (20) days to substantially cure it, terminate this Agreement in writing. As an interim step, HelpWith may, with notice to Owner, suspend its



duties under this agreement pending Owner's cure of default.

9. Attorneys' Fees: In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses, and attorneys' fees incurred by HelpWith.

10. HelpWith Warranty/Owner Waiver/Notice of Defects: HelpWith will perform the work in substantial compliance with the Scope of Work and Change Orders, if any. HelpWith expressly warrants that the Work will be free from defects in materials and workmanship for a one-year period after completion of the Work, limited to repairs only. This warranty is not transferrable. If HelpWith determines that a defect occurs during the one-year warranty period, HelpWith agrees to repair, replace, or pay Owner the reasonable cost of repairing or replacing the defective item (the alternative selected is solely HelpWith's decision). HelpWith's total liability under this warranty is limited to the repair or replacement cost of the defective item. Any steps taken by HelpWith to correct such defects shall not act to extend the term of this warranty. All repairs by HelpWith under the warranty shall be at no charge to the Owner and shall be performed within a reasonable length of time. Owner agrees that the warranty described above in this Section 10 is in lieu of all other warranties, statutory or otherwise, expressed or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or habitability, all of which are disclaimed by HelpWith and waived by Owner. Owner must notify HelpWith in writing of any defects or claims within thirty (30) days of Owner's knowledge of such defects or claims. Failure to provide HelpWith with timely written notice will result in Owner's waiver of HelpWith's warranty and any damages arising out of such defect or claim.

11. Limit on Liability/Disclaimer/HelpWith Not Liable: Owner acknowledges that at no time shall HelpWith's liability exceed the total amount charged for the Work performed under this Agreement, and HelpWith shall not be liable for any consequential, special, or punitive damages. HelpWith shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber. Due to the nature of the Work, damages to the property sometimes occur. Therefore, HelpWith is not responsible for nail pops, cracks to walls or ceilings of existing structures. HelpWith assumes no liability for damages, including but not limited to, existing landscaping, trees or shrubs. Further, HelpWith is not liable for any pre-existing conditions, of any nature whatsoever, related to Owner's roof or premises, or any conditions caused by Owner or a third party.

12. Insurance: Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways, and walkways in sufficient amounts to cover the Work and materials under construction by HelpWith and agrees to compensate HelpWith for losses sustained by these conditions. HelpWith agrees to carry liability insurance during the performance of the Work and agrees to provide proof of such insurance upon Owner's written request.

13. Outside Financing: If the Work is financed through an outside lending agency, the Owner agrees to execute and deliver necessary finance papers, mortgage, or other forms required by the lending agency in advance of commencement of the Work. Upon notice of substantial completion of the Work, the Owner will execute a certificate of completion, if required.

14. Marketing/Communications: Owner agrees and authorizes HelpWith's use of any photographs, videos, Owner reviews or text messages, quotes, or other information regarding the performance of the Work for marketing purposes. Owner hereby consents to receive notifications and messages (e-mail or text) regarding any services performed hereunder.

15. Binding Contract: This Agreement shall constitute a binding agreement between HelpWith and the Owner. This Agreement shall survive the death, incapacity, and/or bankruptcy of Owner and shall be binding on Owner's heirs, successors, estate, and assigns. Notwithstanding anything contained herein to the contrary, HelpWith reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Owner. Any change approved by HelpWith shall be communicated to Owner and be subject to acceptance within ten (10) days. If such change is not accepted in writing by Owner within such time, any deposit



shall be refunded without interest to Owner in full termination of this Agreement.

16. Entire Agreement: This Agreement constitutes the entire agreement between the Parties. HelpWith is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent HelpWith unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by the both parties.

17. Severability: If any provisions, paragraphs or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision and constitutes a separate and distinct covenant.

18. No Waiver: HelpWith may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this Agreement.

19. Governing Law and Venue: This Agreement is made and entered into in the State of Alabama and the laws of Alabama shall govern its validity and interpretation. In the event that any dispute arising under this Agreement results in litigation, such litigation shall be filed and remain exclusively in the courts of Lauderdale County, Alabama.

20. Agreement Drafted by Both Parties: This Agreement is deemed to have been drafted by both Owner and HelpWith and in the event of the dispute, shall not be construed against either party.

21. Gender: Wherever in this Agreement reference is made to the masculine gender, it shall be construed to include the feminine gender and vice versa unless the context clearly indicates otherwise.

22. Copy of Contract: By signing below and/or the above acceptance agreement, Owner acknowledges receipt of a copy of this Agreement which has been signed by HelpWith.

We appreciate you agreeing to our Terms and Conditions, as they are intended to fortify safety and satisfaction for everyone. If you have any questions regarding our Terms and Conditions, please contact our team. You can be confident that our goal is to provide you with the highest quality of service. We look forward to the opportunity to HelpWith your project!