

RESOLUTION

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

SECTION 1. That the contract with JC Hamm & Sons, Inc., situated at Florence, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to install one (1) Trane, HVAC unit as stated in the attached proposal dated December 17, 2024, at the Southall House, Florence, Alabama, in the total contract amount not to exceed \$13,992.00 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 JC Hamm & Sons, 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 JC Hamm & Sons, 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 _____, 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

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 J C Hamm & Sons, 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 one (1) Trane HVAC unit as stated in the attached proposal dated December 17, 2024, for the top floor of the Southall House, 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 \$13,992.00 (thirteen thousand nine hundred ninety-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 not to exceed \$13,992.00 (thirteen thousand nine hundred ninety-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) calendar 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 calendar 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 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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

Mayor

ATTEST:

FIRST PART

J C HAMM & SONS, INC.
a corporation

BY: _____

ITS: _____

ATTEST:

SECOND PARTY



Proposed by: Tim Hopson
 2536 Florence Boulevard
 Florence, AL 35630
 Tel : 256-764-7386
 tim@jchamm.tech
 www.jchamm.com
License: 83391

Kennedy- Douglas Florence
 Arts and Museums
 217 E Tuscaloosa St
 Florence, AL 35630
 Tel : 256-760-6379
 rclarke@florencial.org,
 BMurphy@florencial.org



FULL SYSTEM UPSTAIRS NEXT DOOR

You Invest

\$13,992

MODELS

RunTru

A4HP4030A1000

- Heat Pump
- Single-Stage

- 10 Year Compressor and Coil
- 10 Year Limited Functional Parts with Registration

RunTru

A4AH4P30A1B60

- Multi-Speed
- Air Handler
- 10 Year Limited Functional Parts with Registration
- 10 year limited coil warranty

Trane

BAYHTRM510BRKA

- Auxillary Heater

Net Investment

\$13,992

1 YEAR LABOR WARRANTY

5 YEARS PARTS

Date Quoted : 12/17/24

INCLUDED SERVICES:

- MISCELLANEOUS
- 2.5 TON DUCT SYSTEM
- THERMOSTAT WIRE 50'
- DRAIN PIPE 50'
- COPPER LINESET
- T-6 THERMOSTAT
- 10/2 WIRE 50
- CONDENSER PAD

1

Choose Your Payment Option

- Credit Card Financed Through: **Service Finance** Check
- Cash Bill via Invoice Leased Through

2

Choose Your Equipment Option

- Full System Upstairs Next Door

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Terms and Conditions

[To read about JC Hamm and Sons, INC - CLICK THIS LINK!](#)

TERMS & CONDITIONS OF AGREEMENT

1. Purchaser hereby accepts the equipment and service described above and agrees to pay JC Hamm and Sons, INC the price shown above.
2. All equipment and material are guaranteed by JC Hamm and Sons, INC to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.
4. Upon failure to pay any sums due hereunder, Purchaser agrees to pay JC Hamm and Sons, INC interest at the rate of one and one-half percent (1½%) per month (annual rate of 18%) on all outstanding balances.
5. JC Hamm and Sons, INC shall not be liable for any default caused by events beyond its control, including but not limited to, fire, flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.
6. Purchaser shall permit JC Hamm and Sons, INC reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with JC Hamm and Sons, INC until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed sever-able without injury to the freehold. On any payment default by Purchaser, or if in JC Hamm and Sons, INC's judgment, reasonably exercised, its equity appears to be imperiled, then, JC Hamm and Sons, INC may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by JC Hamm and Sons, INC in connection therewith.

7. Once the equipment is connected to Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall ensure same fully to protect all interests of JC Hamm and Sons, INC, the cost of insurance to be paid by Purchaser. JC Hamm and Sons, INC carries liability insurance and Worker's Compensation Insurance.

8. JC Hamm and Sons, INC provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.

9. There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by JC Hamm and Sons, INC

10. All warranty work will be performed during JC Hamm and Sons, INC's normal working hours, 8:00 AM to 5:00 PM, Monday through Friday.

11. Purchaser is responsible for all costs and reasonable attorney fees incurred by JC Hamm and Sons, INC in connection with any action or proceeding (including arbitration and appeals) arising out of this Agreement, including a collection of any outstanding amounts due, whether or not suit is filed.

12. Except as provided herein JC Hamm and Sons, INC makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose JC Hamm and Sons, INC expressly disclaims all other warranties. JC Hamm and Sons, INC's maximum liability hereunder shall consist of refunding all money paid to it by Purchaser hereunder subject to removal and return to JC Hamm and Sons, INC of all equipment provided hereunder. Under no circumstances will JC Hamm and Sons, INC be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this Agreement, or the services or equipment provided hereunder.

13. This agreement shall be governed and construed solely according to the internal laws of the State of Alabama, without reference to any conflicts of laws.

14. This agreement is the complete and exclusive statement of the agreement between Purchaser and JC Hamm and Sons, INC and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof.

2.5 ton split heat pump K-D upstairs unit Southall house • Date Created: 02-12-2024

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Approve Your Proposal

Print your name

Draw your signature.

Clear

I accept the terms of this agreement.