

SPONSORS: Cole, Gas Department

RESOLUTION

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

SECTION 1. That the agreement with Cutter Contracting LLC., situated at Tuscumbia, AL, to provide labor, equipment, materials and incidentals necessary to provide services to gas customer piping, pilot lighting, and inspections for the Florence Utilities Gas Department, Florence, Alabama, in the amounts of \$375.00 for re-piping base price; additional \$10.00 per foot from the existing (removed) meter location to new meter location; \$175.00 for replacing/installing appliance; \$75.00 for lighting pilot; \$125 per inspection; \$125.00 per hour for after-hours rate and in accordance with the terms and conditions of Request for Proposals No. GAS-2292, dated January 7, 2025, and the same is hereby approved, ratified and confirmed. No other bids were received.

SECTION 2. That the Council has investigated and ascertained and hereby finds Cutter Contracting LLC., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Cutter Contracting LLC., 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 _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

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 Cutter Contracting LLC., a limited liability company, 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, in pursuance of law, issued Request for Proposals No. GAS-2292, and the second party was the lowest responsible bidder and has been awarded the contract to provide gas customer piping, pilot lighting, and inspections for the Florence Utilities Gas Department, Florence, Alabama.

This is a unit price agreement in the total contract amounts of \$375.00 for re-piping base price; \$10.00 per foot from the existing (removed) meter location to new meter location; \$175.00 for replacing/installing appliance; \$75.00 for lighting pilot; \$125 per inspection; \$125.00 per hour for after-hours rate and are the prices submitted by the second party in their proposal, which is attached herunto and made a part of this contract. The unit price shall be full compensation for all work required to satisfactorily complete the items of work involved. 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.

II

First party employs second party to supply the labor, materials, and incidentals necessary to perform the work in accordance with the plans, specification and bidding documents included in Request for Proposals No. GAS-2292, to provide services to gas customer piping, pilot lighting, and inspections for the Florence Utilities Gas Department, Florence, Alabama, and in accordance with the requirements of the City of Florence.

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

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 general liability aggregate; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. 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.

V

The second party shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the first party. No subcontracts, or transfer of contract, shall relieve the second party of his responsibility under the contract and bonds, as required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the second party shall furnish to the first party a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

VI

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 acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

VII

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.

VIII

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.

IX

Second party agrees to indemnify and save harmless first party and its officers, directors, employees and affiliates from and against any and all liabilities, losses, penalties, fines, claims, cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of any claim, loss, action or cause of action for damages, both property

and personal, including death, which may arise or is any way connected to the performance of this contract, whether caused by second party or anyone directly or indirectly employed by or affiliated with second party.

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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
MAYOR

ATTEST:

CITY CLERK-TREASURER
"FIRST PARTY"

CUTTER CONTRACTING LLC.,
a limited liability company

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"

CITY OF FLORENCE PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL NUMBER GAS-2292

BIDDER: Tuesday, January 7, 2025, 1:30pm CST

	Cutter Contracting LLC		Received		Received		Received		Received	
	Date	Time	Date	Time	Date	Time	Date	Time	Date	Time
CITY OF FLORENCE GAS DEPARTMENT	1/7/2025	10:05AM								
CUSTOMER GAS SERVICES	UNIT PRICE EACH									
Re-Piping Base Price	\$375.00									
Re-Piping per foot	\$10.00									
Replacing/Installing Appliance	\$175.00									
Lighting Pilot	\$75.00									
Inspection	\$125.00									
After Hours Rate	\$125.00									
"Request For Proposal No. GAS-2292" Marked on Envelope	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Proposal properly sealed	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Proposal dated and signed	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO



Leigh Anne Kidd
 Leigh Anne Kidd
 City of Florence Purchasing Agent
 Date 01/07/24



VENDOR'S PROPOSAL SHEET
NO. GAS-2292
FLORENCE UTILITIES GAS DEPARTMENT - CUSTOMER GAS SERVICES

RE-PIPING

\$ 375.00 EACH

The price shall be based on any/all re-piping of the customer side of the gas meter when the meter has been relocated plus a rate of \$ 10.00 /ft. from the existing (removed) meter location to the new meter location.

APPLIANCE

\$ 175.00 EACH

The price for replacing/installing appliances with the understanding that the gas meter is also included as an appliance.

LIGHTING PILOTS

\$ 75.00 EACH

This price shall be based on lighting pilots, connecting appliances to existing gas piping, and servicing/cleaning gas logs that do not require major repair or city inspection.

INSPECTION

\$ 125.00 EACH

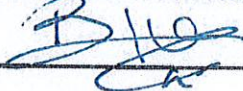
This is based on obtaining city inspection/approval to unlock an existing meter if no repair or service work is required.

AFTER HOURS RATE

\$ 125.00 EACH

This price shall be based on any/all services required for each notification after normal business hours or on weekends or holidays. Rate to include labor and equipment.

SIGNATURE OF AUTHORIZED PERSONNEL:



PRINT NAME: BEN WILSON

DATE SIGNED: 1-6-25

COMPANY NAME: CUTTER CONTRACTING LLC

ADDRESS: 232 WILSON WAY

CITY: TUSCUMBIA

STATE: AL

ZIP 35674

TELEPHONE NUMBER: 256 - 810 - 7748

PRINT EMAIL ADDRESS: CUTTER.CONTRACTING @ GMAIL . COM