

RESOLUTION

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

SECTION 1. That the contract with Shoals Overhead Door, LLC, situated at Muscle Shoals, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to install three new commercial doors as stated in the attached Estimate 15193, dated January 7, 2025, at the Florence Electricity Department warehouse, Florence, Alabama, in the total contract amount not to exceed \$23,693.50 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 Shoals Overhead Door, 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 Shoals Overhead Door, 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 }
 }
COUNTY OF LAUDERDALE }

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 Shoals Overhead Door, 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 party to provide labor, equipment, materials, and incidentals necessary to install three new commercial doors as stated in the attached Estimate 15193, dated January 7, 2025, at the Florence Electricity Department warehouse, 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 \$23,693.50 (twenty-three thousand six hundred ninety-three dollars and fifty cents) 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 \$23,693.50 (twenty-three thousand six hundred ninety-three dollars and fifty cents) 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 \$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

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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal company

BY: _____

Mayor

ATTEST:

FIRST PARTY

SHOALS OVERHEAD DOOR
a limited liability corporation

BY: _____

ITS: _____

ATTEST:

SECOND PARTY

Shoals Overhead Door

Estimate 15193

2402 Woodside
Muscle Shoals, AL 35661
256-383-3667
www.signaturegaragedoors.com
info@mysgdoor.com



Florence Electric Department

Billing address:

PO BOX 877
Florence, AL 35631

Date: Jan 7, 2025

Expiration Date: Jan 7, 2025

Status: Sent

P.O.:

Job Name:: Florence Electric
Department

Item	Unit Price	Quantity	Taxed	Amount
Commercial Door NI 14'2"x13' C.H.I. model 3240, white, non-insulated, 24 gauge, horizontal ribbed exterior, no windows, 12" Radius normal head room, clip angle mount to Masonry tracks, no weather seals included	\$2,738.80	1	Yes	\$2,738.80
Commercial Door NI 11'3" Wide x 12'6" High C.H.I. model 3240, white, non-insulated, 24 gauge, horizontal ribbed exterior, no windows, 12" Radius normal head room, clip angle mount to steel tracks, no weather seals included	\$2,457.79	1	Yes	\$2,457.79
Commercial Door NI 14'2" Wide x 12'0" High C.H.I. model 3240, white, non-insulated, 24 gauge, horizontal ribbed exterior, no windows, 12" Radius normal head room, clip angle mount to steel tracks, no weather seals included	\$2,439.19	1	Yes	\$2,439.19
Maxum Jackshaft 110 Volt 700 Liftmaster Maxum JDC, 110-220 volt, 1-Phase, DC Commercial Jackshaft Operator (No Chain Hoist), with standard safety eyes, 20 cycles per hour, 700 lb rating Includes Battery Backup	\$1,745.00	3	Yes	\$5,235.00
Labor To Install Product Labor to Install Door + Operator	\$1,200.00	3	No	\$3,600.00
Framing Of Opening-2811	\$3,000.00	2	No	\$6,000.00

Item	Unit Price	Quantity	Taxed	Amount
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Labor + Material to reframe opening

Subtotal				\$22,470.78
Tax (9.5%)				\$1,222.72
Total				\$23,693.50

Contract

The summary above is furnished by Shoals Overhead Door as a good faith estimate of work to be performed at the location described above, and is based on our best evaluation. Unless otherwise stated the cost of garage clean out, framing, finishing (paint, stain, vinyl wrap) and wiring provision (power) for the electric operator, is not included in the above estimate. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

GENERAL CONDITIONS

1. The Buyer(s) agrees to pay the total of this contract, in full, as specified on the front of the proposal. If payment is not made according to terms, commencing immediately, interest shall be

charged on the unpaid balance at the rate of 1 ½ % per month (18 % annual rate). The buyer (s) hereby authorizes, irrevocably, any attorney of any court of record to appear for buyer (s) in such court at any time hereafter either in term time or vacation, and to confess judgment without process against the buyer(s) and in favor of the seller its successors or assigns for the unpaid , principal balance and accrued interest, together with costs and attorney's fees in a sum equal to 20% of the sum due seller or \$100.00, whichever is greater, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

2. In the event that the cost of materials or taxes is increased subsequent to the date of the proposal upon which buyer (s) acceptance is based and / or subsequent

to the date of buyer(s) order, the price shall be increased to the extent thereof.

3. Notwithstanding the terms of any contract, agreement, memorandum or other writing which buyer(s) shall request seller to sign, buyer(s) shall not withhold any

part of the contract amount for which payment is due under the terms of this agreement as retention, and the total contract price including the charges for any

extras shall be payable to the seller as provided herein.

4. The price stated on this proposal is for acceptance within 14 days of the date thereof and the terms of payment are subject to the approval of continued credit status. The right is reserved to correct quantities, or prices on any other proposal due to typographical or mathematical errors or if the work cannot be performed by the seller using its standard equipment.

5. The price quoted for the material included in this proposal includes any sales or excise tax levied or charged by any government agency.

6. The giving and accepting of drafts, notes or trade acceptances to evidence the payment (s) due shall not constitute or be construed as payment until said drafts, notes or trade acceptances are paid in full in cash. The acceptance by seller of drafts, notes or trace acceptances shall not be deemed to be a waiver of any of its rights to a mechanics lien upon the premises on which the work is performed. Buyer(s) hereby expressly waives any and all right of homestead exemption against the unpaid claim of the seller which buyer(s) may have in the premises on which work is to be performed by the seller. All materials installed by seller pursuant to this contract remain titled to and the property of seller until buyer's account is paid in full. Said materials, by agreement of the parties hereto, do not constitute fixtures until buyer's account is fully satisfied.

7. In the event the buyer(s) shall terminate the contract prior to completion of the work herein specified, buyer(s) shall pay the seller for material furnished to date of termination, including fabricated material, whether delivered or undelivered to the site as long as fabrication has been commenced or completed, plus labor, such payment to be prorated in accordance with the progress of work at the price herein labor not set forth in addition thereto sum equal to 50% of the total contract price in addition to labor performed, as liquidated damages and not as a penalty.
8. In performing the terms of this contract the seller acts as principal and is not the agent or representative of any person, firm, corporation or group.
9. By executing and returning this proposal to seller or returning to seller a substitute proposal, buyer shall be deemed to have agreed to the terms and conditions set forth herein, anything to the contrary contained in a substitute proposal of buyer or additions or deletions to this proposal which buyer may make notwithstanding.
10. Installation dates are estimated only, and the seller cannot and does not guarantee commencement of work or completion thereof on any given date. Seller shall not be liable for total or partial failure to complete or for any delay in delivering material or service under this order. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause. Please know that lead times are estimated only. They can and almost certainly will change. We are doing everything we can to get your order in quickly. Shoals Overhead Door can not make and does not make any guarantees concerning lead times. Please be aware that some vendors will not let us cancel or change an order due to extended lead times. Your understanding and patience is appreciated. Please see your vendor lead time sheets for an **estimated time of arrival** of your order prior to ordering.
11. In the event the seller places this account in the hands of an attorney for collection and a suit to confess judgment is not commenced, buyer (s) shall pay all attorney fees incurred by the seller whether or not a lawsuit for collection is instituted and all other costs of litigation, including interest as specified herein.

ERECTION CONDITIONS

1. If a door is installed without a finished floor, the seller assumes no responsibility for fitting the door to the floor
2. Buyer(s) shall provide headroom, backroom, side room and mounting pads in accordance with requirements of the seller. Height and width of opening may not vary more than ½ inch. Lintels must be flushed with jambs. Jambs must be plumb and the opening square. All anchor bolts must be flush with the inside face of the jamb. No masonry may protrude past the inside of the face jamb.

GUARANTEES AND WARRANTIES

1. All product(s) offered is/are guaranteed by the manufacturer, and its guarantee supplied with the apparatus shall apply.
2. Parts Warranty, parts are guaranteed for a period of 90 days from the date of installation (unless otherwise noted) and will be replaced for a service charge only. Note Part 4 below.
3. No guarantee or warranties will be honored if the account has not been paid together with applicable service charges.
4. No warranties are made or will be deemed to have been made by either the seller or manufacturer of the doors, parts or accessories sold to buyer under the terms of the contract except the following limited warranty: claims for apparent defects must be made in writing to seller at its place of business indicated on the contract within ten (10) days of purchase. No materials may be returned without the prior written consent of the seller. Notice of latent defects must be given to the seller, with respect to latent or apparent defects. Seller shall at its option repair or replace any materials which, when installed, may prove defective under normal and proper operation and maintenance within the time limits set forth above to the

satisfaction of the seller after inspection by the seller. The seller shall not be liable for losses, damages (consequential or otherwise), delays, labor costs or expenses directly or indirectly arising from the use of the material; the seller's liability being expressly limited to the replacement or repair of defective goods or an allowance of credit therefor; the responsibility of the seller being limited to the cost of the defective part only. This express limited warranty is in lieu of, and excludes all other warranties expressed or implied including, without limitation, merchantability or fitness for a particular purpose. This limited warranty shall be void(a) if buyer modifies, repairs or in any way alters the materials delivered by seller without the prior written consent of seller or (b) if notice of any claim has not been given to seller in writing within ten (10) days of the discovery of the defect.

5. If materials furnished by the seller are installed by others, the seller is not responsible for installation, proper adjustment or operation thereof.

6. Wood sections will be guaranteed by the vendor supplying them. Follow the manufacturer's finish schedule as recommended.

7. In the event seller shall not be able to deliver all or any part of the material specified here by reason of the discontinuance of the manufacture thereof by the supplier named herein, the seller may substitute a product equal to the product specified herein, manufactured by another.

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Signature

Date