

**RESOLUTION**

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

**SECTION 1.** That the contract with R.W. Parker Equipment Company, LLC d/b/a Hobart Sales & Service, situated at Rogersville, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials and incidentals necessary to provide semiannual inspections for preventive maintenance service for the ice machine located at 1200 Terrace Street for the City of Florence Recycle Department, Florence, Alabama, in accordance with an agreed upon proposal, copies of which are attached hereto, and the same is hereby approved, ratified and confirmed.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds R.W. Parker Equipment Company, LLC d/b/a Hobart Sales & Service, to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the contract for such services be awarded to R.W. Parker Equipment Company, LLC d/b/a Hobart Sales & Service, 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.

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\_\_\_\_\_  
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\_\_\_\_\_  
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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 R.W. Parker Equipment Company, LLC d/b/a Hobart Sales & Service, 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 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 provide semiannual inspections for preventive maintenance service for the ice machine located at 1200 Terrace Street for the City of Florence Recycle Department, Florence, Alabama, and in accordance with an agreed-upon proposal, copies of which are attached hereto, with the negotiated terms and conditions.

The first party has heretofore, in pursuance of law, negotiated with the second party to perform semiannual inspections for preventive maintenance at the agreed-upon schedule 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 unit price agreement in the amount of \$500.00 (five hundred dollars) per semiannual inspection as submitted by the second party in their proposal which is attached hereunto and made a part of this contract. This contract is for furnishing of such service for one (1) year, commencing the date of this contract.

**V**

This contract shall be for a one (1) year period and shall be renewed annually two (2) times by mutual consent. Under no circumstances shall this contract extend beyond a three (3) year period as prescribed by Law. The City retains the right to cancel without cause upon thirty (30) calendar days' written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services.

**VI**

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.

**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

R.W. PARKER EQUIPMENT COMPANY, LLC  
d/b/a HOBART SALES & SERVICE  
a limited liability company

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

ATTEST:

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

\_\_\_\_\_

SECOND PARTY



## SALES AND SERVICE

FOOD EQUIPMENT, DISHWASHERS AND WEIGHING SYSTEMS

### FLORENCE RECYCLE CENTER ICE MACHINE P.M. PROGRAM

- The Ice Machine Preventive Maintenance program provides scheduled inspections. Comprehensive inspections will be conducted as agreed on with an emphasis on cleaning. Filter changes & spot checks as required.
- Filter media, lubricant, and cleaning materials utilized during P.M. will be provided at no charge to the customer.
- The semiannual inspections will include breaking the ice machine down and cleaning internal water lines and frost plates and replacing the water filter.
- Parts and labor for repairs of equipment under the PM contract will be done at the prevailing rates
- Water filters will be changed during inspection and included in the cost.
  - Inspection details are as follows:
    - Scotsman Ice Machine
    - Model C0330SA-1E serial # 22011320014278
    - Price Per: Inspection: **\$500.00 each** Two (2) total a year
    - Total annual cost **\$1,000.00**

#### P.M. Inspection

1. Check refrigerant charge and oil levels.
2. Clean evaporator and condenser coils
3. Remove and clean guards and covers as needed.
4. Change/clean air filters
5. Check thermostats and controls.
6. Clean and tighten electrical connections.
7. Check solenoid and expansion valves.
8. Lubricate moving parts at friction points.
9. Clean drain pans and check line for positive flow
10. Check unit for proper operation.

\_\_\_\_\_  
CUSTOMER SIGNATURE

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HOBART SIGNATURE