RESOLUTION

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

SECTION 1. That the contract with Water Street Communications, LLC, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to install data drops and safety and security cameras, as stated in the attached proposals dated October 25, 2024 and February 5, 2025, at W.C. Handy Recreation Center, Florence, Alabama, in the total contract amount not to exceed \$9,302.60 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 Water Street Communications, 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 Water Street Communications, 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.
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			CITY COUNCIL	
	APPROVED this t	he	day of	2025
	Al TROVES and t		uuy oi	,
		_		
			MAYOR	
ADC	PTED & APPROVED this	the	day of	, 2025.
		280		
		<u>:</u>	CITY CLERK-TREASU	JRER

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 Water Street Communications, 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 as follows, to-wit:

1

First party has heretofore accepted the proposal from the second party to provide labor, equipment, materials, and incidentals necessary to install data drops and safety and security cameras, as stated in the attached proposals dated October 25, 2024 and February 5, 2025, at W.C. Handy Recreation 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 not to exceed \$9,302.60 (nine thousand three hundred two dollars and sixty 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.

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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.

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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 \$9,302.60 (nine thousand three hundred two dollars and sixty 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.

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.

X

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.

party. It is e for the mu obligations	It is fully understood and agreed that the second party is a spendent contractor and not an employee, agent or representative of the firsty. It is expressly understood and agreed that this contract is entered into sole the mutual benefit of the parties herein and that no benefits, rights, gations are intended or created by this contract as to third parties not natory hereto. The second party shall secure and pay for all required licenses armits. Executed at Florence, Alabama, this day of, 202				
		TY OF FLORENCE, ALABAMA nunicipal corporation			
ATTEST:	ВҮ	: Mayor			
		FIRST PARTY			
		ATER STREET COMMUNICATIONS, LLC imited liability company			
ATTEST:	В	:			

SECOND PARTY



Estimate

Date	10/25/2024
P.O. No.	

210 South Water Street Tuscumbia, AL 35674

Tel: 2

256-978-5604

Fax: 256-320-5366

E-mail: sales@waterstcommunications.com

Name / Address

Handy Recreation Center 1105 Beale St. Florence, AL 35630



Description	Qty	U/M	Rete	Total
Pull 24 Cat 6 cables from designated areas on the print back to the electrical room for cameras. Terminate camera end with RJ-45 modular ends using ANSI/TIA/EIA-568B standard. Install customer provided cameras.	20	hr	90.00	1,800.00
In the electrical room, route the cable to the floor and leave unterminated. Label all cables.				
***Parts and labor may vary. ***Customer will be terminating the cable in the data closet				
Second Technician	20	hr	90.00	1,800.00
Cat 6 cable UTP 23AWG, Solid Bare Copper, 550MHz, UL Certified	3,600	ft	0.32	1,152.00
RJ45 Jacks for network cables J Hook 7/16" x 4 3/4"	24 20	ea ea	0.50 1.68	12.00 33.60

This estimate does not include taxes, shipping & handling, unforeseen price increases or additional labor or materials which may be required should problems arise. This estimate is valid for 30 days and are subject to the availability of Equipment at the time of order. The equipment is the sole property of Water Street Communications, LLC until the all debts have been paid.

Thank You for your continued business!!!

\$4,797.60

Total



Estimate

Date	2/5/2025
P.O. No.	

210 South Water Street Tuscumbia, AL 35674

Tel: Fax: 256-978-5604 256-320-5366

E-mail: sales@waterstcommunications.com

Name / Address

Handy Recreation Center 1105 Beale St. Florence, AL 35630

TATA DESPE

Computer Labs & Locations needing data access

Description	Qty	UAM	Plate	Total
Pull Cat 6 cables to 17 data locations per floor plans from Jeff. Terminate cables, test and label.	19	hr	90.00	1,710.00
***Parts and Labor may vary.				
Second Technician	19	hr	90.00	1,710.00
Cat 6 cable UTP 23AWG, Solid Bare Copper, 550MHz, UL Certified	2,550	ft	0.32886	838.60
ICC Cat 6 modular insert (White)	34	ea	4.99	169.66
Dynacom Single Gang 3 Port Wall Plates (White)	17	ea	2.10	35.70
Dynacom High Density 1U Blank Keystone Patch Panel - 24 Port	1	ea	41.04	41.04
Optional Hardware	0		0.00	
Networx 12U Adjustable Depth Open Frame Swing Out Wall Mount Rack \$331.15	, v	ea	0.00	0.00
Thank You for your continued business!!!	<u></u>			
	otal			\$4 505 00

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\$4,505.00





