

SPONSORS: Koonce, Recycling Department

RESOLUTION

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

SECTION 1. That the contract with Clark Gas Co., Inc., situated at Florence, Alabama, to provide delivery of 33-pound forklift propane cylinders, as stated in the attached proposal, to the Florence Recycle Center, Florence, Alabama, in the unit price amount of \$22.99 per cylinder exchange plus a Regulatory Compliance fee of \$17.97, 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 Clark Gas Co., Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Clark Gas Co., Inc., 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 Clark Gas Co., Inc., a corporation, 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 accepted the proposal from the second to provide delivery of 33-pound forklift propane cylinders as stated in the attached proposal, to the Florence Recycle Center, Florence, Alabama, and all in accordance with the negotiated terms and conditions.

The first party has heretofore, in pursuance of law, negotiated with the second party for a unit price agreement of \$22.99 (twenty-two dollars and ninety-nine cents) per exchange of 33-pound forklift propane cylinders, plus a Regulatory Compliance fee of \$17.97 (seventeen dollars and ninety-seven 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.

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 unit price agreed upon for items on which second party will deliver 33-pound forklift propane cylinders are the unit prices submitted by the second party in their proposal, in the total contract amount of \$22.99 (twenty-two dollars and ninety-nine cents) per exchange plus a Regulatory Compliance fee of \$17.97 (seventeen dollars and ninety-seven cents), and are the prices submitted by the second party in their proposal, which is attached hereunto and made a part of this contract. The unit prices 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.

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.

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. The City of Florence shall be named as additional insured.

VI

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, 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.

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 not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

By entering into this contract, the second party affirms that for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

"FIRST PARTY"

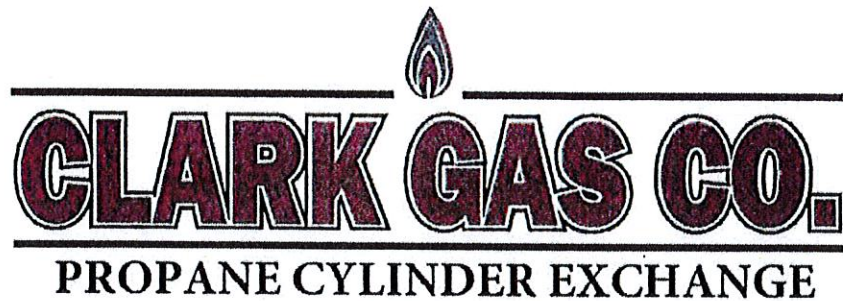
CLARK GAS CO., INC.
a corporation

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"



Price Proposal

- In 2024, the City of Florence, located at 1200 Terrace St., Florence AL 35630 used 342 forklift cylinders.
- Clark Gas Co. will provide the City of Florence with 33# forklift propane cylinders at a cost of \$22.99 per exchange.
- Each delivery is subject to a Regulatory Compliance Change of \$17.97.

Please feel free to reach out to me at (256) 768-0072 if you need any additional information.

Thank you,

A handwritten signature in black ink that reads "Jana Murphy". The signature is written in a cursive style.

Jana Murphy
Office Manager
Clark Gas Co.