

RESOLUTION

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

SECTION 1. That the contract with Janco360, Inc., situated at Birmingham, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to install a chemical feeder and booster pump as stated in the attached proposal dated February 10, 2025, at the Royal Avenue Recreation Pool, Florence, Alabama, in the total contract amount not to exceed \$5,633.00 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 Janco360, Inc., 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 Janco360, Inc., 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

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 \$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.

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

JANCO360, INC.
a corporation

BY: _____

ATTEST:

ITS: _____

SECOND PARTY

ESTIMATE

Janco360
 PO Box 660821
 Birmingham, AL 35266

Steven@janco360.com
 (205)908-7415
 www.Janco360.com



Bill to
 Kevin Medley
 Florence AL, City of
 420 N Royal Ave
 Florence, AL 35630

Ship to
 Kevin Medley
 Florence AL, City of
 420 N Royal Ave
 Florence, AL 35630

Estimate details

Estimate no.: 3233
 Estimate date: 02/10/2025
 Expiration date: 03/10/2025

#	Product or service	Description	Qty	Rate	Amount
1.		**Royal Ave - Chemical feed installation for Pools*			
2.	Vantage booster pump 3/4HP - WaterWay	3/4HP WaterWay booster pump, for use with Vantage chlorinators (one for each pool)	2	\$619.00	\$1,238.00
3.	Materials	Misc materials required for Installation to includes: 4" and 6" pipe saddles, 1" SCH80 piping, valves and fittings, unistrut post bases, clamps and hardware (to install ALL piping overhead into mechanical room) 1/2" SCH80 piping, fittings and valves (for controller flow cells)	1	\$2,770.00	\$2,770.00
4.	Installation	Installation of quoted equipment during normal business hours - Includes travel and 3 men onsite	1	\$1,500.00	\$1,500.00

Subtotal \$5,508.00

Shipping \$125.00

Total \$5,633.00

Expiry date 03/10/2025

Note to customer

Thank you for the opportunity to provide a quote to you. Feel free to call/email if you have questions. We look forward to working together in the future! PLEASE NOTE all orders paid with credit card will be charged a 3.4% processing fee

Accepted date

Accepted by